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# Corrigendum - Request for Proposal for Selection of Creative and Media Agency for MyGov

Volume I

Ref No. MyGov/01-04/2015

Department of Electronics & Information Technology, (DeitY) Ministry  
of Communications & Information Technology, Government of India,  
Electronics Niketan, 6-CGO Complex, New Delhi -110003

### **Disclaimer**

The information contained in this Request For Proposal (hereinafter referred to as "RFP") document is provided to the Bidder(s), by MyGov Cell, Department of Electronics and Information Technology (hereinafter referred to as "DeitY"), on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the MyGov cell, its employees and/or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

The MyGov Cell, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. The MyGov Cell may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document without any further notice.

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**Glossary of Terms**

BG	Bank Guarantee
CD	Compact Disk
Creative work	Innovative promotional/marketing/communication concepts/ ideas/facts/data produced/developed in tangible forms –print, digital or audio/visual.
CV	Curriculum Vitae
DeitY	Department of Electronics and Information Technology
EMD	Earnest Money Deposit
FAQ	Frequently asked questions
GoI	Government of India
KAP	Knowledge Attitude and Practices Studies: studies that are highly focused evaluations that measure changes in human knowledge, attitudes and practices in response to a specific intervention, usually outreach, demonstration or education.
MSA	Master Service Agreement
NIC	National Informatics Centre
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PEC	Proposal evaluation committee
PoA	Power of Attorney
QCBS	Quality cum cost based Selection
RFP	Request for Proposal
SI	System Integrator
SLA	Service Level Agreement
SoW	Scope of work
TG	Target Group
UT	Union Territory

## 1 Fact Sheet

S. No.	Details
1.	The method of selection is: Quality cum Cost Based System (QCBS), Technical – 70% and Commercial – 30%.
2.	RFP can be Downloaded from <a href="http://deity.gov.in/content/mygov-tenders">http://deity.gov.in/content/mygov-tenders</a> .
3.	Earnest Money Deposit of amount Rs. 10,00,000 (INR Ten Lakhs Only) by Demand Draft in favour of “MEDIAL LAB ASIA-NEGD-MYGOV” and payable at New Delhi from any of the nationalized/ scheduled commercial Bank  OR  Bank Guarantee as mentioned in Annexure 2, Clause 7.6
4.	<ul style="list-style-type: none"> <li>• A pre-Bid meeting will be held on February 2, 2015 at DeitY, CGO Complex, Lodhi Road, New Delhi</li> <li>• For the purpose of any clarification the bidders may contact at the following between 10am to 5pm on all working days till 4pm Feb 2, 2015; <ul style="list-style-type: none"> <li>○ Address- Room No. 3013, Third Floor, DeitY, CGO Complex Lodhi Road New Delhi.</li> <li>○ Phone- 011-24301313</li> <li>○ Mail id-<a href="mailto:connect@mygov.nic.in">connect@mygov.nic.in</a></li> </ul> </li> <li>• All the queries should be received on or before January 30, 2015 by 4pm by email as per the format provided to <a href="mailto:connect@mygov.nic.in">connect@mygov.nic.in</a></li> </ul>
5.	Proposals must remain valid for 180 days after the submission date
6.	Bidders must submit: <ul style="list-style-type: none"> <li>• An original and &lt;one&gt; additional copies of each proposal along with &lt;one&gt; copy of non-editable CD each for Prequalification &amp; Technical Proposal respectively</li> <li>• One original copy of the Commercial Proposal with &lt;one&gt; copy of non-editable CD for Commercial Proposal detailing the calculations of proposal</li> <li>• All the aforementioned to be submitted in one sealed envelope addressed to the following address specifying date and time of submission. Bidder should also provide the contact details of bidding organization.</li> </ul>
7.	The proposal submission address is: CEO, MyGov Room No. 3015, Third Floor 6 CGO Complex, Lodhi Road, New Delhi- 110013 <<Date>> and <<Time of submission>>  <b>Note</b> - MyGov will not be responsible for the late receipt of bids in the office of CEO, MyGov. Bidder is responsible to ensure that all the required bid documents as per this RFP reaches

<b>S. No.</b>	<b>Details</b>
	<i>the office of CEO MyGov before the due date and time of bid submission.</i>
8.	Proposals must be submitted no later than the following date and time at the aforementioned venue: <b>Date</b> - March 9, 2015 <b>Time</b> - 04:00 PM (IST)



## **2 Background Information**

### **2.1 Basic Information**

- a. MyGov invites responses (“Proposals”) to this Request for Proposals (“RFP”) from agencies (“Bidders”) for the provision of the creative and media services as described in Section 4 of this RFP, “Scope of Work” (“the Services”). MyGov under DeitY is the Nodal Agency for this public procurement.
- b. Any contract that may result from this public procurement process will be issued for a term of two years from the date of signing of contract (“the Term”) unless terminated as per the termination conditions stipulated in this RFP.
- c. The MyGov reserves the right to extend the Term for a maximum period of another two years from the date of termination of this contract; however, such extension shall be on the same terms and conditions.
- d. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

### **2.2 About MyGov**

- a. The MyGov Portal or < [www.mygov.in](http://www.mygov.in) > is a major initiative of the Government of India for ushering in an era of good governance and for improving the quality of basic governance in all those areas, which are of concern to the common man. In all decisions of national importance, citizens now can have their say. MyGov provides an Internet-based platform to enable all citizens, irrespective of location in India or even abroad, to contribute to the democratic process of ideation, feedback and participation in policy formulation and execution. The goal of the project is to make Citizen Engagement an integral part of Governance Policy/Scheme/Project Planning and implementation. The MyGov portal has been formulated by the MyGov Cell, Department of Electronics and Information Technology, keeping this priority in mind. The portal was formally launched by Hon’ble Prime Minister on 26th July, 2014.
- b. Divided into two halves, citizens/users can connect and share their thoughts, ideas, documents, photographs, videos, render advice on policies, debate on national issues in the Discuss Forum or simply give in to their creative self by participating in contests, take up the responsibility of any given task according to their skills and contribute to the development and governance of the country in the Do forum.
- c. The key components of the platform are as follows:

#### **Public Consultation**

MyGov shall enable continuous, sustained and multi-faceted engagement between Government and the citizens/users on issues of public policy and program implementation. The engagement can be initiated through the following modes:-

- Sharing of consultation papers in the public domain
- Consultation in structured framework through pre-defined questionnaire
- Free flow consultation through enabling submission of responses to designated email addresses specified in the consultation paper and through discussion threads moderated by the user Department
- Publication of summary of discussion by the user Department
- Interface with social media platforms

### **Discussion Groups**

The Platform provides for multiple parallel online discussion forums for concurrent subject specific discussions on governance issues

- Each discussion forum can have multiple discussion threads to focus on different dimensions of a larger issue
- Facility of moderation by user Department
- Interface with social media platforms
- Closure of discussions by user Departments by publishing summary of discussions and action taken

### **Crowd Sourcing (Task Management)**

- Departments can define specific tasks for some or all of the Groups / Themes of discussion to be performed by citizens/users on a voluntary basis as part of the policy design and program implementation process
- Each task to be assigned certain credit hours and well-defined timelines for execution
- Tasks can be performed by citizens/users individually and collectively on a voluntary basis, successful completion of the task will lead to crediting of credit hours in the volunteers' account
- Successful accomplishment of each task will lead to accumulation of predefined credit points based on the Department's task definition.
- Departments will periodically announce Credit based incentives
- Submitted tasks would be subjected to Public Review/Group Members (Social Audit) as well as moderation and acceptance of ideas / tasks by Departments
- Status updates of "Task Completed" would include completion and success parameters such as results of peer review / social audit and department's response
- Public voting / review comments and rating of Documents and ideas

- Crowd-sourcing of inputs for creative work related to government schemes and initiatives
- Crediting, recognizing and rewarding selected Ideas and creative concepts by the Departments and the MyGov team

#### **Contests Management**

- To ensure sustained user motivation and engagement, the platform will provide for organizing contests sponsored by MyGov and user departments for executing various tasks ( such as logo design, greetings design, prepare a manual, tag line, etc.) with prizes / awards / letters of appreciation for winners and participants
- Departments shall be able to publish their tasks along with terms & conditions of the contest
- Citizens/users can opt to undertake a task and submit it after its completion
- Departments shall be able to moderate/ approve submissions received for contest
- Departments / MyGov team shall constitute juries to review & rate submissions online
- Submissions shall also be open for public review and consultation process
- Results of the contest would be declared online by the respective user departments

#### **Blogs, Newsletter, Social Media Presence**

- To promote the use of platform & encourage citizens/users to join the platform, both online & offline promotional events will be organized.
- Efforts should also be made to motivate and handhold all departments to use this platform for their citizen/user engagement initiatives
- Blogs, Newsletters will be written on periodic basis and widely circulated online
- Periodic Conferences, Workshops, promotional events, press conferences will be organized
- MyGov will also have presence on social media platforms

#### **Dash-Board and Analytics**

- The Platform will include a detailed web-based Dash-board for government departments, citizens and senior management with a variety of pre-defined reports
- User profiles (demography, location, credit rating etc.)
- Activity profile (summary and user-specific)
- Content profile (popular tasks / groups / number of responses and likes)
- Department specific metrics of activity
- Customized reports for departments

### **Data Analytics**

- Analysis of Usage data generated through the portal for reports and guiding direction for the evolution of the Platform and related infrastructure
- Sentiment analysis shall be conducted using data to understand citizens/users opinion at a higher scale

### **Knowledge Repository**

- Case studies of Citizen/User Engagement
- Success stories of tasks
- Outcome of Discussion groups
- Profile of Contests & potential benefits
- Summary of various citizen engagements, lessons learnt
- Terms of Reference, legal documents, guidelines, frameworks for Citizen Engagement or use of social media

## **2.3 MyGov Branding & Promotion**

To build the MyGov brand, disseminate information about the Portal, its components, enhance visibility of existing activities under Groups, Discussions, Tasks and Contests and inform citizens regarding new activities on the platform, it is envisaged to engage a Media & Communication agency which shall undertake the conceptualization of branding & promotion activities and further implement the approved activities for MyGov.

The overall objective of hiring such agency is to generate awareness about the MyGov platform and its importance in participative governance. Agency shall undertake all the necessary promotional and branding activities required to achieve the intended objective through developing a comprehensive strategy covering traditional media, digital media, and others.

The objectives of promotional activities are

- a. Establish the brand “MyGov”
- b. Create awareness about Governance Schemes/Policies/Services amongst masses
- c. Create awareness about MyGov and its components amongst Citizens, Government and other Stakeholder
- d. Increase public participation in governance

## **3 Terms and Conditions of RFP**

### **3.1 Instructions to the bidder**

#### **3.1.1 General**

- a. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the consultancy/legal support required.
- b. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the MyGov on the basis of this RFP
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the MyGov. Any notification of preferred bidder status by the MyGov shall not give rise to any enforceable rights by the Bidder. The MyGov may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the MyGov.
- d. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

#### **3.1.2 Compliant Proposals / Completeness of Response**

- a. Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - i. Comply with all requirements as set out within this RFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
  - iii. Include all supporting documentations specified in this RFP

#### **3.1.3 Pre-Bid Meeting & Clarifications**

##### **3.1.3.1 Bidder's Queries**

- a. MyGov shall hold a pre-bid meeting with the prospective bidders at 4pm on February 2, 2015 in DeitY, Electronics Niketan CGO Complex Lodhi Road New Delhi.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to MyGov ([connect@mygov.nic.in](mailto:connect@mygov.nic.in)) by email on or before January 30, 2015.
- c. The queries should necessarily be submitted in the following format

- d. MyGov shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications after the indicated date and time will not be entertained by the Nodal Agency.

S No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification

### 3.1.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the MyGov will endeavor to provide timely response to all queries. However, MyGov makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does MyGov undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, MyGov may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website <http://deity.gov.in/content/mygov-tenders>.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, MyGov may, at its discretion, extend the last date for the receipt of Proposals.

### 3.1.4 Key Requirements of the Bid

#### 3.1.4.1 Right to Terminate the Process

- a. MyGov may terminate the RFP process at any time and without assigning any reason. MyGov makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by MyGov. The bidder's participation in this process may result MyGov selecting the bidder to engage towards execution of the contract.

#### 3.1.4.2 Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, EMD as per the details mentioned in Fact Sheet. EMD should be valid for 45 days beyond the final bid validity period.

- b. EMD of all unsuccessful bidders would be refunded by MyGov within 30 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure 5.
- c. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
  - i. If a bidder withdraws its bid during the period of bid validity.
  - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

#### 3.1.4.3 Submission of Proposals

- a. The bidders should submit their responses as per the format given in this RFP in the following manner
  - i. "Pre-Qualification Proposal ": (1 Original + 1 Copy + 1 CD+ RFP DD+EMD ) in first envelope
  - ii. "Technical Proposal "- (1 Original + 1 Copy + 1 CD) in second envelope
  - iii. "Commercial Proposal" - (1 Original + 1 CD with detailed calculations) in third envelope
- b. The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.
- c. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- d. The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal, and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for Selection of Creative and Media Agency for MyGov" against <RFP Reference Number> and the wordings "DO NOT OPEN BEFORE <Date and Time> as mentioned in the fact sheet".
- e. The outer envelope thus prepared should also indicate clearly the **name, address, telephone number, E-mail ID and fax number of the bidder** to enable the Bid to be returned unopened in case it is declared "Late".
- f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- h. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.

- i. In case of any discrepancy observed by MyGov in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- j. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by MyGov in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

#### **3.1.4.4 Authentication of Bids**

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal submitted in response to this RFP.

### ***3.1.5 Preparation and submission of Proposal***

#### **3.1.5.1 Proposal Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by MyGov to facilitate the evaluation process, developing & demonstrating “Proof of Concept” and in negotiating a definitive contract or all such activities related to the bid process.

MyGov will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **3.1.5.2 Language**

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

#### **3.1.5.3 Venue & Deadline for Submission of proposals**

Proposals, in its complete form in all respects as specified in the RFP, must be submitted as per the details provided in section 1: Data Sheet of this RFP document.

#### **3.1.5.4 Amendment of Request for Proposal**

At any time prior to the deadline (or as extended by MyGov) for submission of bids, MyGov for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the website, and these will be binding on all the bidders. MyGov, at its discretion, may extend the deadline for the submission of proposals.



MyGov may change the scope after the submission of technical bids by the Bidders. In this case, MyGov will release a corrigendum/ clarification and ask the Bidders to resubmit their commercial bids only.

#### **3.1.5.5 Bid Price**

Commercial Bid shall be as per the format provided in this RFP. Bid price for evaluation purpose is inclusive of all applicable taxes, duties, other levies and charges etc. All applicable taxes, duties, other levies and charges etc. shall be required to be mentioned as per the commercial format. .

Bidders shall quote for the entire scope of contract on “overall responsibility” basis such that the total bid price covers all the Bidder’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product / services.

Prices quoted by the Bidder shall remain fixed during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation or with incomplete details will be treated as non-responsive and shall be rejected.

#### **3.1.5.6 Late Bids**

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. MyGov shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. MyGov reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

#### **3.1.6 Deviations**

The bidder is required to submit a no deviation and unconditional bid against this RFP. Any bid submitted with deviations/ assumptions which are material in nature or qualify for the deviation of terms & conditions of this RFP may be rejected summarily by The Proposal Evaluation Committee.

#### **3.1.7 Evaluation process**

- a. MyGov will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- b. The Proposal Evaluation Committee constituted by the MyGov shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals

- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

#### 3.1.7.1 Tender Opening

- a. Tender Opening shall happen as per the details provided in Data Sheet under the chairmanship of Nodal Officer or any other officer authorized by MyGov, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- b. The representatives of the bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

#### 3.1.7.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

#### 3.1.7.3 Tender Evaluation

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
  - i. Are not submitted in as specified in the RFP document
  - ii. Received without the Letter of Authorization (Power of Attorney)
  - iii. Are found with suppression of details
  - iv. Submitted with incomplete information, subjective, conditional offers and partial offers
  - v. Submitted without the documents requested in the checklist
  - vi. Have non-compliance of any of the clauses stipulated in the RFP
  - vii. With lesser validity period
- b. All responsive Bids will be considered for further processing as mentioned below.
- c. MyGov will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Proposal Evaluation Committee according to the Evaluation process define in this RFP document. The decision of the said Committee will be final in this regard.

#### 3.1.8 Consortiums

Consortiums are not allowed for this engagement. The bidding entity has to be a single entity duly registered under the applicable laws of country.

### 3.2 Evaluation Process

The steps for evaluation are as follows:

#### 3.2.1 Stage 1: Pre-Qualification

- a. MyGov shall open Envelope 1 marked “Response to RFP for Selection of Media & Communication Agency for MyGov”.
- b. If the contents of the Envelope 1 are as per requirements, MyGov shall open Envelope 2 marked “Pre-Qualification Proposal”. Each of the Pre-Qualification condition mentioned in Section 3.3 is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- c. Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria. The Bid Security amount and the Unopened Technical & Commercial Bids will be returned to the respective disqualified Bidders after the submission of Bank Guarantee by the successful Bidder.

#### 3.2.2 Stage 2: Technical Evaluation

- a. Envelope 3 marked as “Technical Proposal” will be opened only for the bidders who succeed in Stage 1.
- b. MyGov will review the technical bids of the short-listed bidders to determine whether the technical bids are as per the requirements laid down. . Bids that are not in accordance with the requirements are liable to be disqualified at MyGov’s discretion.
- c. The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 3.4
- d. Bidders will be asked to give demonstration of the Proof of Concept for a 360 degree campaign as per the demo script, which will be shared with the Bidders who qualify the Pre-Qualification Stage.
- e. Each Technical Proposal will be assigned a technical score out of a maximum of 1000 marks. Only the bidders who get a Technical score of 70% or more (prior to normalization) will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.
- f. Bidder should also score at least 60% in individual sections of Technical Evaluation as mentioned in Technical Evaluation Framework.
- g. The Final Normalized technical score of the Bidder shall be calculated as follows:

***Normalized Technical Score of a Bidder = {Technical Score of that Bidder / Score of the Bidder with the highest technical score} X 1000 (adjusted to 2 decimals)***

**Example:**

Bidders	Technical Score	Calculation	Normalized Technical Score
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Bidder-1	880	$(880/950)*1000$	926.3
Bidder-2	900	$(900/950)*1000$	947.3
Bidder-3	800	$(800/950)*1000$	842.1
Bidder-4	950	$(950/950)*1000$	1000

### 3.2.3 Stage 3: Commercial Evaluation

- All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- The commercial bids for the technically qualified bidders will then be opened on the notified date and time in the presence of representatives of qualified bidders and reviewed to determine whether the commercial bids are in accordance with the RFP requirements. Bids that are not substantially responsive are liable to be disqualified at MyGov's discretion.
- The Normalized commercial score of the technically qualified bidders will be calculated, while considering the Commercial quote given by each of the Bidders in the Commercial Bid as follows:

**Normalized Commercial Score of a Bidder = {Lowest Commercial Quote of Bidder / Commercial Quote of Bidder under consideration} X 1000 (adjusted to 2 decimals)**

#### Example:

Bidders	Commercial Quote (In lakhs)	Calculation	Normalized Commercial Score
Bidder-1	110	$(110/110)*1000$	1000
Bidder-2	140	$(110/140)*1000$	785.7
Bidder-3	160	$(110/160)*1000$	687.5
Bidder-4	130	$(110/130)*1000$	846.1

- The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- Any conditional bid would be rejected

### 3.2.4 Stage 4: Final score calculation through QCBS

- The final score will be calculated through Quality and Cost selection method based with the following weight-age:

Technical: **70%**

Commercial: **30%**

**Final Score** = (0.70\*Normalized Technical Score) + (0.30\* Normalized Commercial Score)

**Example:**

Bidders	Normalized technical score	Normalized commercial score	Final Score (70:30)
Bidder-1	926.3	1000	948.4
Bidder-2	947.3	785.7	898.8
Bidder-3	842.1	687.5	795.7
Bidder-4	1000	846.1	953.8

- b. The bidder with the highest Final score shall be treated as the Successful bidder. In the above example, Bidder-4 will be treated as successful bidder.
- c. In the event the Final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

### 3.3 Pre-Qualification Criteria

The Bidder's pre-qualification bid will be evaluated as per the following criteria:

#	Parameter	Pre-qualification criteria Description	Evidence required
1.	Legal Entity	<p>Bidder should be</p> <ul style="list-style-type: none"> <li>▪ A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932</li> <li>▪ Registered with the Service Tax Authorities</li> <li>▪ Should have been operating for the last seven (7) years in India.</li> </ul>	<p>Copy of Certificate of Incorporation</p> <p>Copy of Registration Certificates</p> <p>Letter from Company Secretary on bidder's letter head for last seven years operation</p>
2.	Turnover	<p>Bidder should have had an average turnover of at least INR 20 Crores from the last 3 financial years (FY 2011-12, 2012-13, 2013-14) from Media communication services/Creative services/Promotional services</p>	<p>Audited financial statements for the last three financial years.</p> <p>Or</p> <p>Certificate from the Statutory</p>

#	Parameter	Pre-qualification criteria Description	Evidence required
		<ul style="list-style-type: none"> <li>For the purpose of this criterion, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</li> </ul>	Auditor
3.	Profitability	<p>Bidder should be profit making as per the audited consolidated financial statements in the last 3 financial years (FY 2011-12, 2012-13, 2013-14).</p> <p>For the purpose of this criterion, profitability of only the bidding entity will be considered. Profitability of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>Audited financial statements for the last three financial years.</p> <p>Or</p> <p>Certificate from the Statutory Auditor</p>
4.	Experience of handling 360 degree campaigns for at least 5 distinct clients	The Bidder should have the experience of handling 360 degree campaign covering designing / production of Creatives / commercials for various media including print, TV, radio, online, outdoor, etc., and digital media (social media, internet marketing, blogs, etc.) for at least 5 distinct clients in the last 7 years:	Self-Certificate from the authorized signatory for each work
5.	Blacklisting	<ul style="list-style-type: none"> <li>Bidder must not be blacklisted by Govt. of India/ Central PSU as on the date of submission of the bid.</li> </ul>	<p>Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory.</p> <p>Bidder must disclose any blacklisting and nature thereof and must provide Blacklisting- Revocation letter (if applicable). MyGov reserves the right to accept or reject the Bidder's supporting proof</p>
6.	Presence in NCR	Bidder must have its core team of key personnel based out of Delhi NCR, and this includes Creative / Strategy/ Servicing/ Media/ Digital etc..	Self-certificate containing the address of the offices in NCR

#	Parameter	Pre-qualification criteria Description	Evidence required
7.	Power of Attorney	A Special power of attorney executed on a non-judicial stamp paper of appropriate value authorizing the representative of the bid to sign the bid against this RFP	Original special power of attorney

All the details that have to be provided against the pre-qualification criteria shall be as per the format provided in Annexure 2: Formats for Submission of the Pre-Qualification Bid

### 3.4 Technical Evaluation Framework

The Bidder's technical solution proposed in the Technical Evaluation bid document will be evaluated as per the evaluation criteria mentioned in the following table.

#	Evaluation Criteria	Total Marks
1.	Bidder's Experience	350
2.	Proposed Strategy	200
3.	Proposed Resources for deployment	100
4.	Demonstration of Proof of Concept	350
<b>Total</b>		<b>1000</b>

MyGov (or a nominated agency) reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder as and when desired by MyGov.

The following sections explain how the Bidders will be evaluated on each of the evaluation criteria.

#### 3.4.1 Bidder's Experience

#	Criteria	Details	Documentary Evidence	Marks Allotted
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#	Criteria	Details	Documentary Evidence	Marks Allotted
1.	Experience of large promotional and marketing campaigns	<p>The Bidder should have the experience of handling large promotional and marketing campaign for clients based in India in the last 7 years:</p> <p>4 or more citations = 150 Marks</p> <p>3 Citations = 100 Marks</p> <p>2 Citations = 75 Marks</p> <p>1 Citation = 50 Marks</p> <p>&lt; 1 Citation = 0 Marks</p>	Self-Certificate for each citation with detailed scope of work and campaign work outputs	150
2.	Experience of handling 360 degree campaigns distinct clients	<p>The Bidder should have the experience of handling 360 degree campaign covering designing / production of Creatives / commercials for various media including print, TV, radio, online, outdoor, etc., and digital media (social media, internet marketing, blogs, etc.) for distinct clients in the last 7 years:</p> <p>4 or more citations = 150 Marks</p> <p>3 Citations = 100 Marks</p> <p>2 Citations = 75 Marks</p> <p>1 Citation = 50 Marks</p> <p>&lt; 1 Citation = 0 Marks</p>	Self-Certificate for each citation with detailed scope of work and campaign work outputs	150
3.	Award Winning 360 degree campaigns	<p>Bidder should have won recognized awards for their creative work in the last 7 years.</p> <p><i>Awards for &gt;3 citations = 50 Mark</i></p> <p><i>Awards for 2 citations = 30 Marks</i></p> <p><i>Awards for 1 citation = 15 Marks</i></p> <p><i>No Awards = 0 Marks</i></p>	Work Order and Copy of Award Certificates from the client/ agency responsible for the award ceremony	50
<b>TOTAL</b>				<b>350</b>



**3.4.2 Proposed Strategy**

#	Criteria	Criteria Details	Marks Allotted
1.	Creative vision and strategy for MyGov's 360 degree creative campaign	<i>Understanding of the overall objective of promotion and marketing for MyGov</i> <i>Study and analysis of international campaigns for brand promotion</i> <i>Specific Strategies for various promotion mediums including traditional, new and digital</i>	100
2.	Sample Creatives as prepared for past 360 degree campaign undertaken by the bidder, submitted (hardcopy and softcopy) for traditional, new and digital medium	<i>Average 20</i> <i>Good 30</i> <i>Very Good 40</i> <i>Excellent 50</i>	50
3.	Client Servicing Work Plan	<i>Detailed Work Plan</i> <i>Manpower planning and scheduling</i>	50
<b>TOTAL</b>			<b>200</b>

**3.4.3 Proposed Resources for deployment**

#	Criteria	Criteria Details	Max Marks Allotted
1.	Project Leader	Marking shall be relative (for comparing resources of different bidders) basis the education and professional qualifications of the proposed resources	20
2.	Campaign Planner		10
3.	Creative Expert		10
4.	Film Expert		10
5.	Media Expert		10

#	Criteria	Criteria Details	Max Marks Allotted
6.	Niche Branding Expert		10
7.	Digital Media Expert		10
8.	PR Expert		10
9.	Research Expert		10
<b>TOTAL</b>			<b>100</b>

#### 3.4.4 Demonstration of Proof of Concept<sup>1</sup>

#	Criteria	Criteria Details	Marks Allotted					
1.	Demonstration of Proof of Concept	<p>Pre-qualified bidders will be provided topic for 360 degree campaign for the purpose of this proof of concept. Bidders will be required to present the entire campaign as part of this demonstration, covering at least the following:</p> <table border="1"> <tr> <td>Overall campaign strategy</td> </tr> <tr> <td>Traditional Media strategy</td> </tr> <tr> <td>New Media strategy</td> </tr> <tr> <td>Digital Media strategy</td> </tr> <tr> <td>Media Plan</td> </tr> </table>	Overall campaign strategy	Traditional Media strategy	New Media strategy	Digital Media strategy	Media Plan	350
Overall campaign strategy								
Traditional Media strategy								
New Media strategy								
Digital Media strategy								
Media Plan								

<sup>1</sup> Bidders will be required to submit the entire proof of concept documentation and supporting at the time of demonstration

#	Criteria	Criteria Details	Marks Allotted
		Designs of all the aforementioned media	
		Other PR and promotional activities	
<b>TOTAL</b>			<b>350</b>

### 3.5 Notification of Award

Prior to the expiration of the validity period, MyGov will notify the successful bidder in writing that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee (PBG), MyGov will promptly notify each unsuccessful bidder and return their EMD/ Bid Security.

### 3.6 Signing of Contract

After the notification of award, MyGov will issue Purchase Order (PO)/ Letter of Intent (LoI). The Bidder shall sign and return back to MYGOV duplicate copy of the Purchase Order/LoI as an acceptance of the PO/LoI within 7 working days from the date of issuance of PO/LoI along with a Performance Bank Guarantee.

On receipt of the Performance Bank Guarantee MyGov shall enter into a contract with the successful bidder. The draft Master Service Agreement (MSA) is provided in RFP Vol 2. MYGOV shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, from the date of acceptance of PO/LoI, for reasons attributable to the successful bidder and follow Government guidelines for the award of contract to next best value bidder as per evaluation criteria.

### 3.7 Performance Bank Guarantee (PBG)

The successful Bidder shall at his own expense deposit with MYGOV, within seven (7) working days from the date of issuance of PO/LoI, an unconditional and irrevocable Performance Bank Guarantee (PBG) from any Nationalised bank to MYGOV, in the format prescribed in Section<<>>, payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee will be for an amount equivalent to 10% of total contract value. PBG shall be invoked by MYGOV in the event the Bidder:

- i. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of MYGOV
- ii. Misrepresentations of facts/information submitted to MYGOV

The performance bank guarantee shall be valid for 180 days post satisfactory completion of the overall engagement/work as stipulated in MSA. In the event of any amendments to Agreement, the Bidder shall within 15 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.

The performance bank guarantee may be discharged/returned by MYGOV upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, MYGOV would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MYGOV under the contract in the matter, the proceeds of the PBG shall be payable to MYGOV as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. MYGOV shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.

MYGOV shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in this RFP, the performance bank guarantee shall be accordingly extended by the Bidder.

### **3.8 Failure to agree with the Terms & Conditions of the RFP**

Without prejudice to above, failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event MYGOV may award the contract to the next best value bidder or call for new proposals.

In such a case, MYGOV shall invoke the PBG and forfeit the EMD of successful bidder.

## 4 Scope of Work

### 4.1 Overall Scope of Work

A Media & Communications strategy is essential to regularly convey information about MyGov, its activities and other components to diverse stakeholders and create awareness, through direct and indirect engagement. In order to formulate a Media & Communications strategy and to implement a 360 degree Media Campaign activity, services of a creative agency is required, initially for a period of 2 years extendable for a maximum period of another two years at the discretion of MyGov. This will involve tasks as mentioned under, but will not be limited to these only.

- a. The selected agency will be responsible for the overall branding of MyGov across all mediums which can help MyGov in promoting the participative governance. Further, the selected agency may be required to re-design the overall logo of MyGov, associated schematics, design, standardize the colour scheme, etc.
- b. Information, Education and Communication (IEC): Conceptualize and develop Information, Education and Communication (IEC) materials for Radio, TV in different formats like spots/ jingles, Cinema ads, short films/documentaries, training films, interactive shows, audio visual material in any other formats as per requirement.
- c. Conceptualize, design and other pre press work for the IEC print materials like brochures, booklets, primers, guidelines, folders, leaflets, posters, calendars, annual reports, railway reservation tickets, electricity and gas bills, postal stationeries etc.
- d. Conceptualize and design including writing of copy of the press advertisements, curtain raisers, briefs, Press Releases, Articles for magazines & newspapers, Newsletters, Reports, Testimonials, on various activities/events of MyGov.
- e. Conceptualize and design material for outdoor IEC activities like hoardings, bus/train panels, bus shelters, panels & posters in metro rail and metro stations, railway stations and airports, illuminated signage, wall paintings, display panels, other exhibition materials etc.
- f. Conceptualize and design IEC materials for dissemination of information through social media and innovative mediums like web pages, internet, and mobile telephone and for interpersonal communication.
- g. Conceptualize, design non-traditional and attractive merchandise for different audiences as per requirement.
- h. Advise MyGov Cell on appropriate communication strategy including media options and formats for campaigns.
- i. The IEC materials for all the above formats are required to be made in Hindi, English and other regional languages as per requirement, if any.
- j. Conceptualize and conduct workshops, event coverage and launches
  - i. Government Workshops for issues related to specific regions
  - ii. MyGov Thematic Workshops for all Ministries/Departments
  - iii. Youth Connect Workshops: Organize stalls at notable events in colleges etc.

- k. **Research Activities:** The agency will in addition carry out research related activities either directly or sub contract it to a research Agency. These activities will include KAP studies, Baseline studies, media habits studies, pre-test, effects after release, monitoring of communication campaign, concurrent tracking studies etc. Third party costs to be billed on actual and advances, if any.
- l. **Important:**
  - i. The agency shall obtain approval from MyGov for all campaign plans, strategies, and materials produced. The agency shall provide a schedule of proposed media placements in consultation with MyGov.
  - ii. MyGov will provide/facilitate all technical inputs and will work closely with the agency in the formulation and planning of the required activities.
  - iii. All the media release shall happen either through selected agency's own or sub-contracted 'production- cum- release- houses', or shall be done through Government appointed agency. MyGov reserves the right for the final selection of 'production-cum –release-houses'.
  - iv. The bidder shall be responsible for quoting the cost of conceptualizing, creating the entire creative & its media planning under this engagement/work and extending all the required support for monitoring (in case of a third party 'production- cum –release- house') the release of the approved creative work through selected medium
  - v. The selection shall be initially for 2 years from the date of signing of contract which shall be reviewed periodically to assess the performance during the specified duration of empanelment.
  - vi. The Agency will be required to submit details on each activity/event conducted, including the relevant artwork.

## 4.2 Detailed Scope of Work

### 4.2.1 *Print:*

Print media unlike web, radio or television medium, is tangible and provides readers the opportunity to study/browse articles, look at images & view advertisements at their leisure. The medium is widely circulated amongst loyal patrons and provides long term durability and hence has a longer life span. This medium is also very useful to reach specific audience, geographically spread. To raise awareness about MyGov's achievements amongst diverse stakeholders, it is planned to publish advertisements in leading dailies (All India) in English, Hindi and various regional languages. The selected agency will be required to conceptualize and develop creative for print medium including but not limiting to the following:

- a. **Newspaper Ads:** Strip Ads (32.9 cm width x 6 cm height), Quarter Page Ads, Half Page Ads
- b. **Magazines Articles:** Distinguished personalities and experts from different domains such as media, politics, science & technology, Industry, health, social welfare etc. may be invited to write articles regarding on-going discussions/activities on the portal, emerging themes and new activities that may be added etc. Personalities from various fields may be identified and summary of comments of 3-5 relevant discussion threads/contests of national importance or

specific topics may be sent to domain experts along with invite letter from CEO, MyGov. Alternatively, experts may suggest topics for writing, as they deem fit.

- c. **Magazine Advertorials:** Advertorials may be published in leading magazines for promoting MyGov. The List of Magazines under different genre which will be required to cover for articles and advertorials are enclosed as Annexure 1: Indicative List of Magazines

#### 4.2.2 **Radio:**

Despite rapid developments in communication technologies in the last few decades, radio broadcasting is one of the most cost effective ways to reach diverse audiences. To enhance visibility of MyGov, Radio Campaigns are planned to be undertaken on AIR, community Radio, and private FM Channels. The selected agency will be responsible for conceptualizing, creating and media planning and buying support (if required) in the release of radio jingles and theme songs. MyGov will approve the creative and the media plan plus buying proposed by the selected agency. The Radio campaigns will be in form as under, but not limiting to:

- a. **Radio Spot:** The selected agency will be required to make creative for the Radio spot in the form of Script, Messages, Lyrics, Jingle, etc. The agency shall prepare a comprehensive media plan which shall be approved by MyGov for Radio covering the following two kinds of radio spots (40 seconds) -
  - i. MyGov Generic spot
  - ii. Spot based on specific topic. The Radio spots may be dubbed in 18 regional languages.
- b. **RJ Mentions:** Radio Jockeys may add value to the Radio spot and make it more meaningful for the listener by giving additional details about various ongoing and upcoming activities on the MyGov portal, how Ministries/Departments have taken action etc. The selected agency will be responsible for RJ mentions of MyGov either promoting the platform for participative governance or for specific agenda. Selected agency shall be end to end responsible for this scope of activity in pursuant to the approval provided by MyGov on the media plan.
- c. **Radio Sponsored Program:** In order to create awareness about MyGov and related components, a series of Radio Sponsored Programme (10 episodes of 15 minute each) may be developed. The programme will be produced in a Radio Magazine format which is typically characterized by periodicity, variety in its content presentation- discussions, interviews, reviews, music and feedback. The content may be developed in consultation with the MyGov Team. The agency will be responsible for but not limited to developing scripts, suggesting topics for the episodes, suggesting guests for expert advice segment/interview etc.

#### 4.2.3 **Television:**

An essential part of everyday life today, television is one of the most powerful tools in communicating messages to the masses. Shrinking the world into one place, this visual medium with the dynamic combination of sight, sound and action makes it easy to reach specific target audience through a whole host of channels on an immediate basis. The selected agency will be responsible to conceptualizing, creating, and media planning & buying support (if required) in the production cum release the components of TV campaign as given below. All TV campaign creative must be developed through fresh shoot. MyGov will approve the creative and the media plan and media buying proposed by the selected agency. The TV campaign creative will be in the form as under, but not limiting to:

- a. **TV Spot:** The selected agency will be required to create comprehensive creative for TV Spot (60 seconds, 40 seconds and 30 seconds) in form of Story board/ Script, Messages, Lyrics, Jingle, Graphics, Animation, fresh shoot etc. The agency shall prepare a comprehensive media plan which shall be approved by MyGov for TV. The TV Spot will require to be dubbed in 18 regional languages and the selected agency shall extend all the required support for dubbing.
- b. **Talk Shows/ Half Hour Specials:** The selected agency will be required to conceptualize a series of sponsored talk shows on MyGov. The selected agency will be required to support MyGov in buying media basis their relationship with TV Channels as per the approved media plan.
- c. **Product Placement:** The selected agency will be required to conceptualize methods for sponsored product placement in popular TV shows for promoting MyGov. The selected agency will be required to support MyGov in buying media/ air time in TV Shows as per the approved media plan.

#### **4.2.4 Digital Films:**

Promotional Campaign film (5-7 minute duration), User experience film (5-7 minute duration), and animation films (2-3 minute duration) can be extremely effectual for raising awareness, informing and educating the masses about various activities on MyGov. The selected agency will be responsible for conceptualizing, creating and producing the films under this engagement. All Films will be freshly shot for this engagement. All graphics/animations/images used must be developed ab initio or bought under applicable laws for the end consumption for MyGov.

#### **4.2.5 Cinema Ads:**

Cinema Advertising is a very effective way of campaigning as it offers targeting of specific audience, based on geography. Cinema Advertisements have the potential to generate response from the public, as it is a model of campaigning wherein the audience is captive and compelled to watch the advertisement. Cinema advertisement on MyGov may be an adaptable version of the TV commercials.

a.

#### **4.2.6 New Media**

##### **a. Social Media:**

With the proliferation of social media, it has become imperative to keep pace with the different channels and forms of communication to ensure that the message is disseminated far and wide and reaches out to the intended audiences in all potential channels accessed by them. It is important to bring to light that the government is utilizing tools that constitute social media to connect with the citizens. The selected agency will be required to undertake a comprehensive social media campaign on social media including but not limiting to on Twitter, Facebook, YouTube, Instagram etc. The campaign may involve creation of creative, films, advertisements, web posts, blog bursting, etc. Indicative list of activities for Twitter and YouTube are listed as under for reference, however final list of activities shall be designed based on the requirement of MyGov on selected social media platforms.

- i. Twitter: the existing MyGov Twitter account may be activated further by at least 1 tweet daily on important ongoing/upcoming activities on the platform. New tasks/contests/discussions/groups/rewards may be tweeted about on a daily basis.



- ii. YouTube: a MyGov channel on You Tube may be created wherein all audio visual media, interviews, animated films etc. may be posted. Pre-roll ad (TrueView format ads- skippable as well as non-skippable) which is a promotional video message that plays before the content the user has selected may be created and posted on most watched or popular videos to increase branding and promotion.
- b. **Internet Banner:** Web Banner ads are powerful tools for building brand recognition. The selected agency will be responsible for conceptualizing the entire creative for the required campaign, or as the case may be. The Ad could be in the form of a static image; animations, slideshows and streaming media may be added to make an eye catching advertisement for Web-page visitors. The banner may be displayed prominently on all Government websites and for certain time period on important and highest rated Indian websites such as Times of India, NDTV, Yahoo India, Facebook etc.
- c. **Blogger Engineering:** The selected agency will be responsible for bringing influential and noted bloggers to write about the activities (existing and upcoming) and other issues of national importance on the MyGov portal, their associated blog websites, or any other prominent websites where they are actively blogging.
- d. **Mobile Phone Marketing:**
  - iii. Bulk SMS may be sent out regularly to inform people regarding existing and upcoming activities on the portal and important events. The selected agency will be responsible for identifying the event on which bulk SMS is required to be sent out. Further the agency will be responsible for creating content of SMS and coordinate for the successful dissemination of SMSs through NIC SMS Gateway.
  - iv. The selected agency will be responsible for creating MyGov jingle ring tones and phone/desktop/laptop screensavers for download from MyGov portal.
  - v. The selected agency will be responsible for creating mobile ads which shall be posted on various important mobile applications as live banner ads. Further selected agency will be responsible for identification of such mobile applications for the posting of ads, supporting in buying space for such ads and also updating the ads from time to time
- e. **New Media Marketing:** The selected agency may be required to re-design the web-pages of the existing MyGov portal to better suit the requirements of users. Further, the agency will be required to write articles to be posted on the MyGov portal to increase its ranking on various search engines, including but not limiting to SEO and SEM. Further it is imperative to mention here that this will an ongoing activity throughout the duration of the engagement and specific need based articles, contents, managing social media of MyGov to improvise the ranking and creating awareness of this platform shall also be part of this scope of activity which helps driving traffic to MyGov web portal.

#### **4.2.7 Outdoor Media:**

The selected agency will be responsible for conceptualizing, creating and designing creative material for outdoor IEC activities like MyGov Posters, Hoardings, bus/train panels, bus shelters, illuminated LED screens/digital signage, wall paintings, display panels/boards, or any other materials which may be displayed at prominent places such as Airports, Metro Stations, Railway Stations, Bus stops, corporate office campuses and other public places. Further, the selected

agency will be required to identify such prominent places for the outdoor media which may include but not limiting to the aforementioned places. The selected agency will support in buying space and monitor the upkeep of outdoor media as per the approved media plan.

#### **4.2.8 Merchandise:**

The selected agency will be responsible for suggesting, designing creative for non-traditional and attractive merchandise tailored for different audiences, collaterals as rewards for contests etc. It is also crucial that the type and look of the collaterals especially the low cost items such as pens, mugs, notepads, T-Shirts, Bags, Caps, Pen Holders, Visiting Card Holders, Paper Weights, Pen Drives, Brochures, Booklets, etc. be changed regularly to maintain interest and pride of ownership in such items. Further, the selected agency will be responsible for coordinating with the merchandise developer before and after the important events. It may be possible that merchandise will be developed without any event, in such case also, the selected agency will coordinate with the merchandise developer for the final output.

#### **4.2.9 Event Management:**

The selected agency will be responsible for end to end planning, organization, administration and management of events related to MyGov including exhibitions. These may be in form of Workshops/Seminars/Conferences/ Exhibitions. The responsibilities will include but will not be limited to coordination and extensive follow up with Ministries/Departments/PSUs/Industry/Academia for speaker participation and general participation in such events, promotion of event for general participation, follow up with confirmed speakers, vendor coordination, developing promotional creative materials for such events, supervision and management of event on-site, exhibition set up and management, oversee set up and manage exhibition space during build-up and breakdown, liaising with exhibitors to ascertain their precise event requirement, preparation of event report etc.

#### **4.2.10 Overall Impact Assessment:**

The selected agency will be responsible for conducting impact assessment from time to time to understand the response from citizens against various promotional activities. This may require primary research activities as well by physically conducting surveys of citizens. This activity will form the basis for revising the media plan if required. Further the selected agency shall take all the necessary actions emerging from the impact assessment exercise.

#### **4.2.11 Intellectual Property Rights**

MyGov shall remain the owner of all the content conceptualized, created, and implemented by the selected agency under this RFP. All intellectual property rights in the content whether in tangible or intangible form shall belong to MyGov and the selected agency has no right to assign, licence, sell, or use any content conceptualized, created and implemented under this RFP and/or accompanying Master Service Agreement to any third party under any circumstances.

All the content conceptualized, created and implemented by the selected agency whether in tangible or intangible form shall bear relevant copyright notices in the name of MyGov.

The selected agency shall take all such appropriate legal actions to safeguard violation of MyGov's intellectual property rights, if any.

### **4.3 Target Audience**

Primary Audience for the activity are Citizens (Common Man), States and Central Line Ministries, Industry, Businesses and Academia. 80% coverage will be measured for this audience. Secondary audiences are School Boards, Universities, Students, and CBOs, NGOs & SHOs for rest of 20% coverage.

#### **4.3.1 Core Target Group (TG)**

- a. Citizens (Common Man)
- b. Central Line Ministries (NeGP-MMP specific)
- c. States (IT and MMP Departments)
- d. Industry & businesses (including Banking and Financial services)
- e. Academia

#### **4.3.2 Secondary TG**

- a. Organizations, School Boards, Universities
- b. Students
- c. Civil Society Organizations (CSOs), Non-Governmental Organizations (NGOs), Self-Help Groups (SHGs)

#### 4.4 Deliverable Timelines

The selected agency will be required to submit the comprehensive strategy for promotion of MyGov in 30 days from the effective date of the contract. This strategy document and other initiatives would be taken up for defining each assignment and the timelines will be agreed upon for each of such assignment. The selected agency will be required to extend all the support required to meet the intended objectives of the comprehensive strategy.

The selected agency will be required to adhere to the service levels for each of the deliverable agreed with MyGov under this engagement, as under:

Delivery Related Service Level Agreement (SLA) Criteria								
Explanation: The deduction mentioned in this table shall be made from the next due payment to the SA								
S. No.	Description	Baseline	Lower Performance		Material Breach		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
1	Submission of comprehensive strategy	30 days from the effective date of contract	Two days after the due date	Rs. 5,000 per day	> 5 days of delay after the due date	Rs. 10,000 per day till 10 days. Post 10 days Material Breach conditions shall be invoked	Dates for submission of deliverable as mentioned in the contract	For the purpose of this SLA, submission of deliverable would mean formal submission by SA. Deliverable should have acceptable level of quality standards
2	Submission of deliverables as per	agreed days from the	Two days after the due date	Rs. 5,000 per day	> 5 days of delay after the	Rs. 10,000 per day till 10 days.	Dates for submission of	For the purpose of this SLA,

<b>Delivery Related Service Level Agreement (SLA) Criteria</b>								
Explanation: The deduction mentioned in this table shall be made from the next due payment to the SA								
S. No.	Description	Baseline	Lower Performance		Material Breach		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
	assignment under the comprehensive strategy	deciding date			due date	Post 10 days Material Breach conditions shall be invoked	deliverable as agreed for each assignment	submission of deliverable would mean formal submission by SA. Deliverable should have acceptable level of quality standards

## **5 Payment Schedule**

The selected agency will be required to submit the invoice post completion of the assignments successfully (completion duly approved by DeitY) as per the agreed strategy plan or otherwise as the case may be. The rates would be used as per commercials quoted by the selected agency to arrive at the costing of the assignment under the agreed strategy plan and payments. Post completion of each assignment under this engagement, MyGov will assess the delivery for the approval to selected agency.

Note:

1. The Vendor shall raise the invoice to MyGov in pursuance to the agreed and approved payment schedule milestones.
2. Any payment which is required to be paid in connection with production or release to outsourced agency, the same shall be paid directly by MyGov in consultation with the selected agency and on approving the invoice of outsourced agency
3. Cost related to media buying or air time buying shall be paid directly to the concerned agency by MyGov in consultation with the selected agency and on approving the invoice of such concerned agency
4. The Government levied taxes duties as applicable on the Professional Fee, Sub-Contract/ Vendor costs and Media costs shall be payable by MyGov
5. Wherever applicable, taxes shall be deducted at source from the Professional fee, Sub-Contract/ Vendor costs, Media costs and other costs by MyGov in accordance with the directions from DeitY from time-to-time.
6. Payments terms (credit period) 30 days from the date of submission of invoices.

## 6 Annexure 1: Indicative List of Magazines

Sl. No.	Genre	Magazine (English)	Magazines (Hindi)
1.	Current Affairs	India Today (Weekly)	India Today
		The Week	
		Frontline	
		Outlook	Outlook Saptahik
2.	Health	Women's Health	
		Men's Health (India Today Group)	
3.	Business	Business World	
		Business Today (Fortnightly)	
		Business India (Fortnightly)	
		Forbes India	
		Outlook Business	
4.	Women's Magazines	Femina (Fortnightly)	Grehlakshmi
		Women's Era	
5.	Technology	PCQuest	
		Dataquest	
		Digit	
		Chip	
		PC World	
6.	Science	Current Science	Sandarbh (bimonthly)
		Popular Science (Monthly)	Vigyan Pragati
		Safari	
7.	Education	360 degree	
		Edu	
8.	Travel & Lifestyle	Outlook Traveler	

## **7 Annexure 2: Formats for Submission of the Pre-Qualification Bid**

### **7.1 Pre-Qualification Bid Covering Letter**

To,

Chief Executive Office  
MyGov  
Department of Electronics and Information Technology  
CGO Complex, Lodhi Road, New Delhi 110003

***Subject: Submission of the Pre-Qualification Proposal for Selection of Creative and Media for MyGov***

Dear Sir,

We, the undersigned, offer to provide creative and media services to MyGov with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Pre-qualification proposal.

We hereby declare that all the information and statements made in this Pre-qualification proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:



## 7.2 Checklist

#	Parameter	Compliance (Yes/ No)	Documentary Evidence Submitted	Page Reference
1.	Legal Entity	<p>Bidder should be</p> <ul style="list-style-type: none"> <li>▪ A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932.</li> <li>▪ Registered with the Service Tax Authorities</li> <li>▪ Should have been operating for the last seven (7) years in India.</li> </ul>		
2.	Turnover	<p>Bidder should have had an average turnover of at least INR 20 Crores from the last 3 financial years (FY 2011-12, 2012-13, 2013-14) from creative services</p> <ul style="list-style-type: none"> <li>▪ For the purpose of this criterion, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</li> </ul>		
3.	Profitability	<p>Bidder should be profit making as per the audited consolidated financial statements in the last 3 financial years (FY 2011-12, 2012-13, 2013-14).</p> <p>For the purpose of this criterion, profitability of only the bidding entity will be considered. Profitability of any parent, subsidiary, associated or other related entity will not be considered.</p>		
4.	Experience of handling 360 degree campaigns for at least 5 distinct clients	<p>The Bidder should have the experience of handling 360 degree campaign covering designing / production of Creative for various media including print, TV, radio, online, outdoor, etc., and digital media (social media, internet marketing, blogs, etc.) for at least 5 number of distinct clients in the last 7 years:</p>		

#	Parameter	Compliance (Yes/ No)	Documentary Evidence Submitted	Page Reference
5.	Blacklisting	<ul style="list-style-type: none"> <li>Bidder must not be blacklisted by Govt. of India/ Central PSU as on the date of submission of the bid.</li> </ul>		
6.	Presence in NCR	Bidder must have a functioning office in Delhi NCR.		
7.	Power of Attorney	Special power of attorney on a non-judicial stamp paper of appropriate value authorizing the representative of the bid to sign the bid against this RFP		
8.	Earnest Money Deposit			
9.	No Deviation Certificate			

### 7.3 Bidder's General Information

Following table shall be filled with the details of Bidder.

S. No.	Item	Bidder's Response
1.	Company Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	Authorized Signatory	

S. No.	Item	Bidder's Response			
5.	Position				
6.	Address				
7.	Mobile				
8.	Telephone				
9.	Fax Number				
10.	Email Address				
11.	Financial Information		2013-14	2012-13	2011-12
		Turnover ( in INR Crores)			
		Profit (in INR Crores)			

#### 7.4 Pre-Qualification Citations

S. No.	Item	Bidder's Response
1.	Name of Bidder entity	
2.	Assignment Name	
3.	Name of Client	
4.	Country	
5.	Contact Details (Contact Name, Address, Telephone Number)	
6.	Approximate Value of the Contract	

<b>7.</b>	<b>Duration of Assignment (months)</b>	
<b>8.</b>	<b>Award Date (month/year)</b>	
<b>9.</b>	<b>Completion Date (month/year)</b>	
<b>10.</b>	<b>Narrative description of the project</b>	
<b>11.</b>	<b>Details of Work that defines the scope relevant to the requirement</b>	
<b>12.</b>	<b>Documentary Evidence attached</b>	

### 7.5 No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work or MyGov requirements) or Commercial in either direct or indirect form.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 7.6 Format for Bank Guarantee

Whereas ----- (hereinafter called 'the Respondent') has submitted its proposal dated ----- in response to the RFP notice for Selection of Creative and Media Agency for MyGov (hereinafter called "the Proposal") to CEO, MyGov, Department of Electronics and Information Technology (DeitY), New Delhi – 110003

KNOW ALL MEN by these presents that WE ----- of ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the MyGov, Department of Electronics and Information Technology (DeitY), New Delhi – 110003 (hereinafter called "the Purchaser") in the sum of ----- for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2015.

THE CONDITIONS of this obligation are:

1. If the Respondent withdraws its proposal during the period of validity of the proposal as specified by the respondent on the Notice of Intent to submit proposal in response to RFP Notice  
or
2. If the Respondent, having been notified of their selection fails or refuses to submit the required Performance Guarantee for any State.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions

This guarantee will remain in force up to and including 45 days after the period of proposal validity, and any demand in respect thereof should reach the Bank not later than the above date.

## **8 Annexure 3 – Formats for submission of Technical Proposal**

### **8.1 Technical Bid Covering Letter**

To,  
Chief Executive Office  
MyGov  
Department of Electronics and Information Technology  
CGO Complex, Lodhi Road, New Delhi 110003

***Subject: Submission of the Technical Proposal for Selection of Creative and Media Agency for MyGov***

Dear Sir,

We, the undersigned, offer to provide Creative and Media services with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Technical Proposal as part of this envelope.

We hereby declare that all the information and statements made in this Technical Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 8.2 Checklist

#	Parameter	Compliance (Yes/ No)	Documentary Evidence Submitted	Page Reference
1.	Experience of large promotional and marketing campaigns			
2.	Experience of handling 360 degree campaigns distinct clients globally			
3.	Award Winning 360 degree campaigns			
4.	Creative vision and strategy for MyGov's 360 degree creative campaign			
5.	Sample Creative as prepared for past 360 degree campaign undertaken by the bidder, submitted (hardcopy and softcopy) for traditional, new and digital medium			
6.	Client Servicing Work Plan			

### 8.3 Bidders Experience – Citations Format

S. No.	Item	Bidder's Response
1.	<b>Name of Bidder entity</b>	
2.	<b>Assignment Name</b>	
3.	<b>Name of Client</b>	
4.	<b>Country</b>	
5.	<b>Contact Details</b> <i>(Contact Name, Address, Telephone Number)</i>	
6.	<b>Approximate Value of the Contract</b>	
7.	<b>Duration of Assignment (months)</b>	
8.	<b>Award Date (month/year)</b>	
9.	<b>Completion Date (month/year)</b>	
10.	<b>Narrative description of the project</b>	
11.	<b>Details of Work that defines the scope relevant to the requirement</b>	
12.	<b>Documentary Evidence attached</b>	



### 8.4 Resource Deployment Plan

#	Role	Name	Months												Total Staff person-month proposed								Distribution of Total						
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Onsite	Offshore	
1.																													
2.																													
3.																													
4.																													
5.																													
6.																													
7.																													
8.																													

### 8.5 Curriculum Vitae of Proposed Team Members (Key Personnel)

S. No.	Item			Bidder's Response
1	Name			
2	Specify role to be played in the project			
3	Name of Organization			
4	Number of years with the Current Organization			
5	Total Experience (in Years)			
6	Experience in yrs. (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)			
7	Name of Organization	From	To	Designation/ Responsibilities
7.1				
7.2				
8	Summarized professional experience (Relevant to the Current Project) in reverse chronological order			
	From	To	Company / Project / Position / Relevant Functional, Technical and Managerial experience	
8.1				
8.2				
9	Educational Background, Training / Certification including institutions, % of marks, specialization areas etc.			
	Degree	Year of Award of Degree	University	% of marks
9.1				
9.2				

**8.6 Project Plan**

S. No.	Activity	Months							
		1	2	3	4	5	6	7	8

## **9 Annexure 4 – Formats for Submission of the Commercial Proposal**

### **9.1 Commercial Proposal Covering Letter**

To:

Chief Executive Office  
MyGov  
Department of Electronics and Information Technology  
CGO Complex, Lodhi Road, New Delhi 110003

**Subject:** Submission of the Commercial Proposal for Selection of Creative and Media Agency for MyGov

Dear Sir/Madam,

We, the undersigned, offer to provide the Creative and Media services for MyGov in accordance with your Request for Proposal dated <<Date>> and our Proposal. Our attached Commercial Proposal comprising of component A and B both is for the amount of <<Amount in words and figures>>. This amount is inclusive of all the taxes.

#### 1. PRICE AND VALIDITY

- All the rates mentioned in our bid are in accordance with the terms as specified in the RFP documents. All the rates and other terms and conditions of this Bid are valid for a period of two years from the date of opening of the Bid extendable for a period of 2 years.
- We hereby confirm that all rates quoted as part of this bid are excluding all applicable taxes. Taxes shall be paid as applicable at the time of payment.
- We understand that the actual payment would be made as per the existing direct tax rates during the time of payment.

#### 2. UNIT RATES

We have indicated in the relevant forms enclosed the unit rates for the purpose of on account of payment.

#### 3. RFP PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFP documents.

#### 4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

#### 5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in all the Volumes of this RFP and Annexure thereto. Our bid prices are mentioned in the submitted Commercial Bid .

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the Section 3.7 of this RFP document.

Our Commercial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal, i.e., **[Date]**.

We understand you are not bound to accept any Proposal you receive.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Thanking you,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 9.2 Commercial Proposal

The total Bid Price comprises of prices quoted for component A - Detailed Costing for creatives and component B – Manpower Cost.

### 9.2.1 A. Detailed Costing for creatives to be used for evaluation

S. No.	Description of Item	Cost Per Unit (in INR) – 'A'	Indicative quantity for 2 years – 'B'	Cost for 2 years (in INR) – A x B	Sub-Total Cost (in INR)
1.	Detailed Promotion and Media Strategy including the comprehensive media planning		NA	NA	
2.	<b>Creatives for Print</b>				
	<b>Newspaper Ads</b>				
	Strip Ad -32.9 cm (w) x 6 cm(h)		8		
	Quarter Page Ad		8		
	Half Page Ad		4		
	<b>Magazines</b>				
	Articles (1-2 page)		16		
	Advertorials		8		
3.	<b>Creatives for Radio</b>				
	Radio Spot (40 second)- MyGov generic		4		
	Radio Spot (40 second)- Specific Topic		8		
	Cost of Translation and Dubbing of Radio Ad in 18 languages		4 ads in 18 languages		
	RJ Mention		8		
	Radio Sponsored Program (10 episodes of 15 min. each) in 18		10 episodes in 18 languages		

S. No.	Description of Item	Cost Per Unit (in INR) – 'A'	Indicative quantity for 2 years – 'B'	Cost for 2 years (in INR) – A x B	Sub-Total Cost (in INR)
	languages				
4.	<b>Creatives for Television</b>				
	Television Commercial (60 seconds, adaptation in 40 and 30 seconds)		4		
	Translation and Dubbing of TVC in 18 languages		2 TVCs in 18 languages		
	Half Hour Special Sponsored Features		4		
	Product Placement in popular TV shows		2		
5.	<b>Creatives for Films</b>				
	Promotional Campaign Film (5-7 mins duration)		4		
	User Experience Film (5-7 mins duration)		8		
	Animation Film (2-3 minute duration)		4		
6.	<b>Creative for Cinema Ads (60 second Ad- adaptable version of the TVC)</b>		4 in 18 languages		
7.	<b>Creatives for New Media</b>				
	Ads on Twitter, YouTube, FaceBook etc./ Any Other		24		
	Viral Videos		8		
	Short Animation Films		4		
	YouTube Channel Creation and Update of the same				

S. No.	Description of Item	Cost Per Unit (in INR) – 'A'	Indicative quantity for 2 years – 'B'	Cost for 2 years (in INR) – A x B	Sub-Total Cost (in INR)
	Web Banner		8		
	Web Scroll		8		
	Blog Burst through well- known Bloggers		8		
	Content for Bulk SMSs		48		
	MyGov Jingle Ring Tone		1 with 4 adaptations		
	Content for Podcast		4		
	Phone/Desktop/Laptop Screen Savers		16		
	Mobile Ads		a. Video Adds - 4 b. Static Ads - 8		
	New Media Marketing for 2 years				
8.	<b>Creatives for Outdoor Media (OOH)</b>				
	Hoarding		2		
	Poster		24		
	Bus Panel		Adaptation of poster		
	Bus Shelter		Adaptation of poster		
	Metro Panel		Adaptation of poster		
	Train Panel		Adaptation of poster		
	Digital Signage		Adaptation of		



S. No.	Description of Item	Cost Per Unit (in INR) – 'A'	Indicative quantity for 2 years – 'B'	Cost for 2 years (in INR) – A x B	Sub-Total Cost (in INR)
			poster		
	Wall Painting		4		
9.	<b>Merchandise (MyGov Branding)</b>				
	Bags		4		
	Booklet- (Coffee table/ Pocket Book/ Report)		4		
	Brochure- (6/8/10 Page)		2		
	Pen		2		
	Penholder		2		
	Coffee Mug		4		
	Key Chain		2		
	Pen Drive		1		
	Card Holder		2		
	Notepad		2		
	Calendar		2		
	Diary		2		
	Memento		2		
	Cloth Folder		2		
	T-Shirt		4		
	Cap		4		
	Certificate/Pamphlet/Leaflet		1		
	CDs/DVDs		2		
10.	<b>Event Management (end to end organization and management of Workshops/</b>				

S. No.	Description of Item	Cost Per Unit (in INR) – 'A'	Indicative quantity for 2 years – 'B'	Cost for 2 years (in INR) – A x B	Sub-Total Cost (in INR)
	<b>Seminars/ Conferences/ PR activities) for 4 events</b>				
11.	<b>Overall Impact Assessment</b>		After each campaign		
<b>Grand Total</b>					

Note:

- All creative mentioned above including the final deliverables submitted by the selected agency should be in its final stage to be shared for release or production.
- For the purpose of evaluation cost of 2 years will be arrived by multiplying the indicative quantity and cost per unit quoted, as the case may be. The payments shall be made on actual quality of creatives prepared as part of this engagement using the quoted unit rates.
- This is only an indicative quantity and MyGov reserves the right to increase or decrease the indicative quantity listed any time during the period of engagement to any extent and there shall be no change in the prices quoted by the bidder.
- Bidders may add more rows to substantiate their cost for creative, which shall also be used for evaluation. Any cost which is not quoted in the commercial proposal for evaluation and later required to deliver the final creative, shall be paid by selected agency without any claim to MyGov.

### 9.2.2 B. Manpower Cost

The following manpower cost is sought from the bidder, which shall also be used for the evaluation purpose. Bidders are required to quote the rates for all the proposed key personnel for this engagement as per the manpower deployment plan.

S. No.	Proposed Role	Man-month rate - 'X'	Total Effort in Two Years – 'Y'	Sub-Total Cost (in INR) = X x Y
1.	Project Leader			
2.	Campaign Planner			
3.	Creative Expert			
4.	Film Expert			
5.	Media Expert			

S. No.	Proposed Role	Man-month rate - 'X'	Total Effort in Two Years – 'Y'	Sub-Total Cost (in INR) = X x Y
6.	Niche Branding Expert			
7.	Digital Media Expert			
8.	PR Expert			
9.	Research Expert			
10.	...Others (to be added by the bidder)			
<b>Grand Total</b>				

The manpower cost quoted shall not be paid to the bidder separately. This cost may be used for scope of activities which may qualify for the change request upon approval of MyGov.

## **10 Annexure 5 – Template for Performance Bank Guarantee**

### **PERFORMANCE SECURITY:**

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide creative and media services for <<name of the assignment>> to MyGov (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank>a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value> (Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. **<Insert Value> (Rupees <Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

# Corrigendum-Request for Proposal for Selection of Creative and Media Agency for MyGov

Volume II: Draft Contract

Ref No. MyGov/01-04/2015

Department of Electronics & Information Technology, (DeitY)  
Ministry of Communications & Information Technology, Government  
of India, Electronics Niketan, 6-CGO Complex, New Delhi -110003

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## 1. MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT ("Agreement") is made on this the <\*\*\*> day of <\*\*\*> at<\*\*\*>, India.

### BETWEEN

The President of India, acting through MyGov, Department of Electronics & Information Technology (DeitY), Ministry of Communications & IT, Government of India, duly represented by Chief Executive Officer, MyGov having its office at Electronics Niketan, CGO Complex, Lodhi Road, New Delhi, India (hereinafter referred to as **DeitY**), which expression shall, unless excluded by or repugnant to the context deemed to include its permitted successors in office and/or assigns),

### AND

- <\*\*\*>, a Company incorporated under the *Companies Act, 1956* or a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932

, having its registered office at <\*\*\*> (hereinafter referred to as "**SELECTED AGENCY**") which expression shall, unless excluded by or repugnant to the context include its representatives, executors, permitted assigns on the second part.

Each of the parties mentioned above are collectively referred to as the '**Parties**' and individually as a '**Party**'.

Whereas DeitY is desirous to hire expert services of a creative and media agency for providing creative and media services for its project MyGov.

And whereas in furtherance of the same, DeitY undertook the selection of a suitable **Creative and Media agency** through a competitive bidding process for implementing the Project and in this behalf issued Request for Proposal (RFP) dated <\*\*\*>;

And whereas the successful bidder has been selected as the SI on the basis of the bid/proposal submitted in response to the RFP for the <purpose>.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1. Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out in RFP Vol 1.

#### 1.2. Interpretation

In this Agreement, unless otherwise specified:

- a. References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
- b. Words denoting the singular include the plural and vice versa and use of any gender includes the other genders;
- c. References to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d. References to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- e. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- f. Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g. References to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of Delhi are generally open for business;
- h. references to times are to Indian Standard Time;
- i. A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time;
- j. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement;
- k. Selected Agency shall mean the agency selected for the project against this RFP.

### **1.3. Measurements and Arithmetic Conventions**

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

### **1.4. Ambiguities within Agreement**

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- a. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

- b. as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures;
- c. as between any value written in numerals and that in words, the value in words shall prevail;
- d. For any other ambiguities or discrepancies within this Agreement the clarification on the ambiguity shall be provided by the DeitY.

### **1.5. Priority of documents**

This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties.

If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- a. This Agreement along with the NDA agreement, Schedules and Annexures;
- b. Request for Proposal and Addendum / Corrigendum to the Request for Proposal (if any);
- c. Proposal/ Bid submitted to DeitY by the successful bidder in response to the RFP.

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFP.

## **2. SCOPE OF THE PROJECT**

The Bidder shall be required to carry out the Scope of work mentioned in RFP Vol 1.

## **3. TERM AND DURATION OF THE AGREEMENT**

- a. This agreement shall come into effect on the date of signing of this Agreement (hereinafter referred to as the 'Effective Date') and unless terminated earlier in accordance with the provision of this Agreement. This Agreement shall continue initially for period of two years from Effective Date and extendible upto a maximum period of two more years subject to the performance of the Selected Agency on the same terms & conditions;
- b. In the event of delay in providing services by the Selected Agency, MyGov may upon its sole discretion, extend the duration of the project for fulfilling the agreed scope of work.

#### **4. CONDITIONS PRECEDENT & EFFECTIVE DATE**

##### **4.1. Provisions to take effect upon fulfilment of Conditions Precedent**

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However, MyGov or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Selected Agency

##### **4.2. Conditions Precedent of the SELECTED AGENCY**

The Selected Agency shall be required to fulfill the Conditions Precedent as follows

- a. To provide a Performance Security/Guarantee to MyGov or its nominated agencies within fifteen (15) days of award of the contract to the most responsive bidder in the format provided in in the RFP volume 1 ; and
- b. To provide MyGov or its nominated agencies certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the Selected Agency.

##### **4.3. Extension of time for fulfilment of Conditions Precedent**

The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement;

For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to undertaking from Selected Agency that it will fulfill the Conditions Precedent as per the terms & conditions of the RFP.

##### **4.4. Non-fulfilment of the Selected Agency's Conditions Precedent**

- a. In the event that any of the conditions precedent of the Selected Agency has not been fulfilled within 30 (thirty) days of Effective Date and the same have not been waived fully or partially by the MyGov, MyGov reserves the right to terminate the process and may also forthwith forfeit the Earnest Money Deposit submitted as part of Proposal/ Bid by the successful bidder;
- b. In the event that possession of any of MyGov or its nominated agencies facilities has been delivered to the Selected Agency or prior to the fulfillment of the Conditions Precedent, upon the termination of this Agreement such facilities shall immediately revert to MyGov or its nominated agencies, free and clear from any encumbrances or claims.

**5. CHANGE OF CONTROL**

- a. In the event of a change of control of the Selected Agency during the currency of the project, the agency shall promptly notify MyGov and/or its nominated agencies of the same in the Change of Control Notice format set out as Annexure B of this Agreement;
- b. In the event that the net worth of the surviving entity is less than that of agency prior to the change of control, MyGov or its nominated agencies may within 30 (thirty) days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the agency from a guarantor acceptable to MyGov or its nominated agencies (which shall not be agency or any of its associated entities);
- c. If such a Performance Guarantee is not furnished within 30 days of MyGov or its nominated agencies requiring the replacement, MyGov may exercise its right to terminate this Agreement within a further period of 30 days by written notice, to become effective as specified in such notice;
- d. Pursuant to termination, the effects of termination as set out in clause 12.2 of this Agreement shall follow; and
- e. For the avoidance of doubt, it is expressly clarified that the internal reorganization of the agency shall not be deemed an event of a change of control for purposes of this clause unless the surviving entity is of less net worth than the predecessor entity.

**6. REPRESENTATIONS AND WARRANTIES of the SELECTED AGENCY**

The Selected Agency represents and warrants MyGov or its nominated agencies that:

- a. It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- b. It is a competent provider of a variety of creative and media services as stipulated in the RFP;
- c. It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- d. From the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- e. In providing the Services, it shall use reasonable endeavors in providing the desired services under this Agreement at all times and not cause any unnecessary disruption to DeitY's normal business operations;
- f. This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under

this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;

- g. The information furnished in its Proposal/ Bid in response to the RFP and as updated on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as on the date of this Agreement;
- h. The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- i. There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- j. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- k. It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- l. It and its personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
- m. It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into the MyGov systems or any deliverables, any harmful code;
- n. No representation or warranty by it contained herein or in any other document furnished by it to MyGov or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- o. No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of MyGov or its nominated agencies in connection therewith.

## **7. APPROVALS AND REQUIRED CONSENTS**

- a. The Parties shall cooperate to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the “Required Consents”) necessary for the Selected Agency to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to RFP and local custom and practice in the locations where the Services are to be provided.
- b. Both parties will give each other all co-operation and information reasonably required to meet their respective obligations under this Agreement.
- c. MyGov or its nominated agencies shall use reasonable endeavors to assist Selected Agency to obtain the Required Consents. In the event that any Required Consent is not obtained, the Selected Agency and MyGov or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for MyGov or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the agency shall not be relieved of its obligations to provide the Services and to achieve the intended objectives until the Required Consents are obtained if and to the extent that the Selected Agency’s obligations are not dependent upon such Required Consents.

## **8. USE AND ACQUISITION OF ASSETS BY THE SELECTED AGENCY**

### **8.1. During the Term the Selected Agency shall:**

- a. Take all reasonable and proper care of the entire hardware and software, network or any other information technology/ non-information technology infrastructure components, as the case may be, used for the Project and other facilities leased / owned / operated by the selected agency exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the “Assets”) in proportion to their use and control of such Assets;
- b. Keep all the tangible as well as intangible Assets (hereinafter Assets) in as good and serviceable condition (reasonable wear and tear excepted) as on the date the selected agency takes control of and/or first uses the Assets and during the entire Term of the Agreement;
- c. Ensure that any instructions or manuals supplied by the manufacturer and /or licensor of the Assets for use of the Assets and which are provided to the selected agency will be followed by them and any person who will be responsible for the use of the Assets;
- d. Take such steps as may be properly recommended by the manufacturer and/or licensor of the Assets and notified to the selected agency or as may, in the reasonable opinion of the selected agency, be necessary to use the Assets in a safe manner;

- e. Ensure that the Assets that are under the control of the selected agency, are kept suitably housed and in conformity with Applicable Law;
- f. Subject to receipt of reasonable advance written notice, provide permission to MyGov and any persons duly authorized by MyGov to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements; ;
- g. Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.
- h. Not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law;
- i. Use the Assets exclusively for the purpose of providing the Services as appropriate;
- j. Not sell, offer for sale, assign, mortgage, encumbrance, pledge, hypothecate, sub-let or lend out any of the Assets;
- k. Use the Assets only in accordance with the terms hereof and those contained in the Project Agreement;
- l. Maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, Assets, data, software, etc.; and
- m. Transfer the ownership of Assets in accordance with RFP and this Project Agreement

#### **9. ACCESS TO MyGov OR ITS NOMINATED AGENCIES LOCATIONS**

For so long as the selected agency provides Services to MyGov or its nominated agencies location, as the case may be, on a non-permanent basis and to the extent necessary, MyGov as the case may be or its nominated agencies shall, subject to compliance by the selected agency with any safety and security guidelines which may be provided by MyGov as the case may be or its nominated agencies and notified to the SA in writing, provide the SA with:

- a. Reasonable access to locations of MyGov for facilitating the project work;
- b. Reasonable work space, access to office equipment as mutually agreed and other related support services, as may be reasonably necessary for the SA to perform its obligations under this agreement;
- c. Access to locations, office equipment and services shall be made available to the SA on an “as is, where is” basis by MyGov as the case may be or its nominated agencies; and
- d. The SA agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment referred to in RFP for the following purposes:



- For the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
- For using in a manner which constitutes a violation or infringement of the rights of either party to this Contract (including but not limited to rights of copyright or confidentiality).

## **10. MANAGEMENT**

### **10.1. Governance**

The review and management process of this Agreement shall be carried out in accordance with the Project Governance set out in Schedule IV of this Volume and shall cover all the management aspects of the Project.

### **10.2. Changes**

Unless expressly dealt with elsewhere in this Agreement, any changes under or to this Agreement shall be dealt with in accordance with the Change Request Schedule set out in Schedule I of this Agreement.

### **10.3. Cooperation**

Except as otherwise provided elsewhere in this Agreement, each Party to this Agreement undertakes to promptly provide the other Party with all such information and co-operation which is reasonably requested for by the other party, provided that such information and co-operation:

- a. Does not require material expenditure by the Providing Party to provide the same;
- b. Is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement;
- c. Cannot be construed to be Confidential Information; and
- d. Is capable of being provided by the Providing Party.

Further, each Party agrees to co-operate with the other Party as reasonably requested in order to accomplish the purposes of this Agreement.

## **11. FINANCIAL MATTERS**

### **11.1. Terms of Payment and Service Credits and Debits**

- a. In consideration of the Services and subject to the provisions of this Agreement, MyGov shall pay the SA for the Services rendered in pursuance of this Agreement, in accordance with the Terms of Payment mentioned in Schedule V of this Volume;

- b. All payments are subject to the application of service credits and debits as may be provided for in the Agreement. For the avoidance of doubt, it is expressly clarified that MyGov will pay the service credits as stated in accordance with the Terms of Payment mentioned in Schedule V of this volume and MyGov may also calculate a financial sum and debit the same against the Terms of Payment mentioned in Schedule V of this volume as a result of the failure of the SA to meet the Service Level as defined in RFP; and
- c. Save and except as otherwise provided for herein or as agreed between the Parties in writing, MyGov shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the SA's performance of any obligations under this Agreement) other than those covered in Terms of Payment mentioned in Schedule V of this volume.. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, and all other related costs including taxes.

#### **11.2. Invoicing and Settlement**

Subject to the specific terms of this Agreement, the SA shall submit its invoices in accordance with the following principles:

- a. MyGov shall be invoiced by the SA for the Services in pursuant to the scope of work stipulated in the RFP. Generally and unless otherwise agreed in writing between the Parties or expressly set out in this Agreement, the SA shall raise an invoice as per Terms of Payment mentioned in Schedule V of this volume;
- b. Any invoice presented in accordance with this clause shall be in a form agreed with MyGov;
- c. The SI alone shall invoice all payments after receiving due approval from the competent authority. Such invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in Terms of Payment mentioned in Schedule V of this volume. The Bidder shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the change relating to such Service is (i) authorized or (ii) incurred, whichever is later;
- d. Payment of each valid and approved invoice shall be due and payable within 30 working days of the receipt of invoice along with supporting documents by MyGov subject to deduction of penalties. The penalties are imposed on the Bidder as per the SLA criteria specified in the SLA provided in the RFP; and
- e. MyGov shall be entitled to delay or withhold payment of any invoice or part of invoice delivered by the Bidder under Terms of Payment mentioned in Schedule V of this volume where MyGov disputes/withholds such invoice or part of invoice. The withheld

amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled in accordance with the Dispute Resolution procedure as set out in clause 26 of this Volume. Any exercise by MyGov under the dispute resolution procedure shall not entitle the SI to delay or withhold provision of the Services.

### **11.3. Tax**

- a. MyGov or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the SA wherever applicable. The SA shall be solely responsible to pay all other taxes in connection with this Agreement;
- b. MyGov or its nominated agencies shall provide SA with the original tax receipt or submit a certificate issued by the SA's statutory auditor certifying the actual remittances of any withholding taxes paid by MyGov or its nominated agencies on payments under this Agreement. The SA agrees to indemnify, defend and hold harmless MyGov or its nominated agencies from any claims, judgments, actions, suits, proceedings, demands, liabilities, costs, losses, damages and expenses, including, reasonable attorney's fees arising out of or relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among MyGov or its nominated agencies, the SA and third party subcontractors.

If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by MyGov to the SA for providing the Services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expense otherwise payable to MyGov under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Terms of Payment mentioned in Schedule V of this volume. However, in case of any new or fresh tax or levy imposed after submission of the proposal the Bidder shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

## **12. TERMINATION**

### **12.1. Material Breach**

- a. In the event a Party materially breaches its obligations under this Agreement, the non-defaulting aggrieved Party may terminate this Agreement upon giving a one month's written notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, MyGov or Bidder, as the case may be will have the option to terminate the Agreement. Termination of this Agreement will be without prejudice to any other rights and remedies that a non-defaulting may have under this Agreement or at law or in equity. Any notice served pursuant to this clause

shall give reasonable details of the Material Breach, which shall include but not limited to the following events and thereafter the termination will become effective.

- (i) failure to comply with any of the provisions of clause 8 which creates specific obligations on SA use of Assets;
- (ii) failure to comply with any of the provisions of clause 6 [Representations & warranty] and clause 18 [Warranty] by SA;
- (iii) failure to provide the appropriately qualified, trained and experienced personnel requested in the Project by SA;
- (iv) Non-compliance of standards [clause 20] by SA;
- (v) repeated failure to provide the appropriately qualified, trained and experienced personnel who meet the criteria as specified by MyGov;
- (vi) repeated failure to replace/substitute personnel upon a request from MyGov in that regard;
- (vii) failure to comply with any of the provisions of clause 15 [Confidentiality] by SA;
- (viii) breach by SA of any provisions set out in clause 17 with respect to intellectual property rights;
- (ix) failure to comply with all applicable laws, rules and regulations of India; and
- (x) the exchange or offering of any money, gift item, personal service, entertainment or unusual hospitality by SA/Bidder to this Project to any employees, nominated agencies or immediate family members of MyGov in connection with this agreement;

b. MyGov may terminate this Agreement at any time upon 60 days prior written notice to Bidder. In the event of any such termination under this clause, MyGov will only be liable to make any payments which are due hereunder to SA for work performed in accordance with the terms and conditions herein upto the date of such termination.

c. MyGov can also exercise option and is entitled to terminate the contract and get the required work done under this contract from elsewhere or other agency at the risk and cost of the selected agency either the entire scope of activities or any part which the selected agency has failed to deliver within the time stipulated or if the same were not available, the best and the nearest available substitute therefore. The selected agency shall be liable for any loss which MyGov may sustain by reason of such risk purchases.

#### **12.2. Effects of termination**

- a. In the event that MyGov terminates this Agreement pursuant to failure on the part of the SA to comply with the conditions as contained in this Agreement and depending on the event of default, Performance Guarantee furnished by SA may be forfeited;
- b. MyGov agrees to pay SA for i) all charges for SA provides and any Deliverables and/or system (or part thereof) SA delivers through termination, and ii) reimbursable expenses SA incurs through termination. If MyGov terminates without cause, MyGov also agrees

to pay any applicable adjustment expenses SA incurs as a result of such termination (which SA will take reasonable steps to mitigate); and

- c. Upon any termination or expiration of this Agreement, SA will (i) deliver to MyGov all deliverables or work product, including any in progress at the time of termination or expiration, (ii) repay all monies paid in advance for services not yet provided; (iii) work with MyGov or its nominated agency to ensure a smooth transition of services.

### **12.3. Termination of this Agreement due to bankruptcy of SELECTED AGENCY**

MyGov may serve written notice on SELECTED AGENCY at any time to terminate this Agreement with immediate effect upon institution of any bankruptcy proceedings against the SELECTED AGENCY or if there is an appointment of receiver over the SELECTED AGENCY'S assets by a court or in case of a similar proceedings or cessation of business of the SELECTED AGENCY.

### **12.4. Termination of this Agreement due to bankruptcy of Bidder**

MyGov may serve written notice on SA at any time to terminate this Agreement with immediate effect upon institution of any bankruptcy proceedings against the SA or if there is an appointment of receiver over the SA's assets by a court or in case of a similar proceedings or cessation of business of the SA.

## **13. INDEMNIFICATION & LIMITATION OF LIABILITY**

- 13.1.** Subject to Clause 14.2 below, SA(the "Indemnifying Party") at its expense and to the maximum extent permitted by law, undertakes to indemnify, defend and hold harmless MyGov (the "Indemnified Party") from and against all losses, liabilities, costs, damages and expenses and will reimburse such fees and expenses as they are incurred, including in connection with any claim or action threatened or brought against the Indemnified Party, attributable to the Indemnifying Party's or its representative's negligence or willful default, including but not limited to, bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) in performance or non-performance under this Agreement; provided, however, that Indemnifying Party shall not be obligated to defend, indemnify, or hold the Indemnified Party from and against any such liabilities, costs, loses, damages and expenses to the extent caused solely by any negligent act or omission or intentional wrongdoing of such Indemnified Party;
- 13.2.** The Indemnifying Party at its expense and to the maximum extent permitted by law, will indemnify, defend and hold harmless the Indemnified Party from and against all claims, actions, suits, proceedings, judgments, demands losses, liabilities, costs, damages and expenses and will reimburse such fees and expenses as they are incurred, including in

connection with any claim or action threatened or brought against the Indemnified Party, arising out of or relating to any claim that the provision or the utilization of any services or any portion thereof constitutes an infringement, violation, trespass, contravention or breach of any intellectual property rights of any third party , or constitutes the unauthorized use of any trade secret of any third party;

- 13.3.** Indemnified Party will promptly notify the Indemnifying Party of any such claim or action and will reasonably co-operate with Indemnifying Party in the defence of any such claim or action, at Indemnifying Party's expense. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using services or such portion thereof, as contemplated hereunder, (ii) replace it with an equally suitable, compatible, non-infringing and functionally equivalent services as reasonably determined by Indemnified Party , (iii) modify the services or such portion thereof, to make it non-infringing (provided such modification does not adversely affect the utilization of such services, as reasonably determined by Indemnified Party);
- 13.4.** The indemnities set out in Clause 14.1 shall be subject to the following conditions:
- a. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise
  - b. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim or proceedings including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense
  - c. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this clause, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses
  - d. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise or consent to the entry of any judgment in any such commenced or

threatened proceedings or claim, without the prior written consent of the Indemnifying Party

- e. All settlements of claims or proceedings subject to indemnification under this Clause will:
  - Be entered into only with the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim or threatened proceedings or claim; and
  - Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement
- f. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings or threatened proceedings or claims;
- g. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings or threatened proceedings or claim;
- h. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims or proceedings to which such indemnification relates; and
- i. If a Party makes a claim under the indemnity set out under clause 14.1 above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

**13.5.** The liability of SA (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total value of the contract. The liability cap given under this clause 14.5 shall not be applicable to the indemnification obligations set out in clause 14.1 and breach of clause 11 and 16 of this Agreement, or the SA's willful misconduct or gross negligence, or any claims of personal injury or property or damage.

**13.6.** In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption,

lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in clause 14.1) even if it has been advised of their possible existence.

- 13.7.** The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

## **14. FORCE MAJEURE**

### **14.1. Definition of Force Majeure**

The SA or MyGov as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

### **14.2. Force Majeure events**

- a. A Force Majeure event means any event or circumstance or a combination of events and circumstances which is beyond the reasonable control of the affected Party provided such event does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement. Such events include act of God like earthquake, flood, inundation, landslide, hurricane, cyclone, volcanic eruption or fire. Such events also include other events like an act of war, armed conflict or act of foreign enemy, prolonged riots, terrorist or military action, civil commotion or politically motivated sabotage which directly adversely affect the performance of obligations by a Party under this Agreement.
- b. For the avoidance of doubt, it is expressly clarified that the failure on the part of the Bidder under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Bidder will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).



**14.3. Notification procedure for Force Majeure**

- a. The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with clause 25.
- b. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

**14.4.** The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default, under this Agreement insofar as such inability arises from a Force Majeure event, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

**14.5.** A Party affected by a Force Majeure event shall continue to perform its obligations under the Agreement as far as is reasonably practical. The affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

**14.6.** If a Force Majeure event continues for a consecutive period of 90 (ninety) days, Bidder shall have the right to request MyGov to terminate this Agreement and if MyGov finds it feasible, MyGov may terminate this Agreement. If a Force Majeure event continues for a consecutive period of 90 (ninety) days, MyGov shall have the right to terminate this Agreement after giving 7 days' notice to Bidder. If this Agreement is terminated due to reasons of Force Majeure as stated in the foregoing, MyGov shall be liable to pay only such amounts that have been due and payable prior to the start of the Force Majeure event and no other payments.

**15. CONFIDENTIALITY**

**15.1.** MyGov or its nominated agencies may allow the SA to access and use confidential information and the SA shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

- 15.2. Additionally, the SA shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- 15.3. MyGov or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Bidder regarding any forbidden disclosure.
- 15.4. SA may disclose the confidential information to its representatives who have a need to know such confidential information solely in connection with this Agreement.
- 15.5. The SA shall ensure that all its employees, agents and representatives execute individual non-disclosure agreements, which have been duly approved by the MyGov with respect to this Project and will assume full responsibility for any failure to comply with the terms of this Agreement by any such employees, agents and representatives.
- 15.6. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
  - a. information already available in the public domain;
  - b. information which has been developed independently by the Bidder;
  - c. information which has been received from a third party without obligation of confidentiality;
  - d. information which has been disclosed to the public or becomes publicly available through no fault of the Bidder;
  - e. Information is disclosed by MyGov without obligation of confidentiality;
- 15.7. Bidder will not transfer or disclose any such confidential information to any third party without MyGov prior written consent and without such third party having a contractual obligation to keep such confidential information confidential.
- 15.8. Bidder will not use any confidential information for any other purpose other than to provide Services to MyGov under this Agreement.

## **16. AUDIT, ACCESS AND REPORTING**

The Bidder shall allow access to MyGov and or its nominated agencies to all information which is in the possession or control of the SA and which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by MyGov to comply with the terms of the Audit, Access and Reporting Schedule set out in Schedule V of this volume.

## **17. INTELLECTUAL PROPERTY RIGHTS & OWNERSHIP**

- 17.1. MyGov shall have exclusive title and ownership rights, including all trademark patents, copyrights, trade secrets, operating practices/ procedures or other intellectual property rights, relating to the project assets and related creatives, including but not limited to

the outcomes by SA under this Agreement like creative prepared, developed, conceived, or delivered as part of or in connection with the Services and any derivatives of the foregoing to which MyGov has sovereign rights. Nothing herein shall or will be construed or deemed to grant to the SA any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights.

- 17.2.** SA shall continue to own the IPR in the materials existing prior to commencement of the Services. In the event of any enhancement or modification, IPR of the enhancement or modification or resultant derivative shall rest with MyGov. However Bidder shall have the right to use the same for other clients with permission of MyGov.
- 17.3.** Except to the extent otherwise expressly provided in this Agreement, the SA hereby grants to MyGov a royalty free, irrevocable, worldwide licenses of all the media being developed in pursuant to this agreement and services arranged by SA from third party in perpetuity to use for whatsoever purpose for the benefit of the MyGov. Further specifically to allow MyGov, to use the Licensed Material in the manner given hereinabove, irrespective of the number of users or sessions or applications or any other restrictions without additional cost. The Bidder will ensure that all necessary licenses and/or copyright and all other consents and permissions are obtained from all third parties to enable MyGov, to make the fullest use of the Licensed Material for which license is granted. In addition the Bidder undertakes to indemnify the MyGov against any claims caused by the Bidder's failure to obtain such licenses, consents and approvals from the third parties in respect of the Licensed Material.
- 17.4.** For all the reusable components whose source code and IPR vest with the original owner, the licenses for such Commercially-Off-The-Shelf Software (COTS) shall be in the name of MyGov. MyGov shall retain exclusive and irrevocable intellectual property rights to the customized enhancements of the COTS/ application, including source code, in perpetuity, forms and the compilations of the Project and nothing herein shall or will be construed or deemed to grant to the Bidder any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights.
- 17.5.** Without limiting the generality and except to the extent otherwise expressly agreed by the Parties to this Agreement or the SLA in writing, nothing contained in this Agreement shall or will be construed or deemed to grant to the Bidder any right, title, license or other interest in, to or under (whether by estoppels, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of MyGov or its nominees or any confusingly similar designations of Project.
- 17.6.** If Bidder uses in the course of the provision of the Services any Third Party System (i.e. Systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which Bidder has been granted a license to use and which are used in the provision of Services) it will use all commercially reasonable endeavors to pass

through to MyGov such third party's warranties relating to such Third Party Systems at no extra cost. In the event that such warranties cannot be passed through to or enforced by MyGov, the Bidder will enforce such warranties on MyGov's behalf and account to MyGov for so doing at no extra cost

- 17.7.** In respect of Bidder's usage of third party Intellectual Property Rights, Bidder undertakes to assist MyGov to secure such consents or licenses from such third parties as are necessary to enable Project to receive services substantially equivalent to the Services hereunder. The obligations of the Bidder under this Clause shall be considered part of the services performed by the Bidder under the Exit Management Services.
- 17.8.** With respect to ownership of the Deliverables, the Parties agree that the following shall apply:
- a. All the Deliverables provided to MyGov by Bidder during the course of its performance under this Agreement, which includes but is not limited to deliverables as defined in this Agreement, in which, subject to the foregoing provisions of this clause, all right, title and interest in and to such Deliverables, shall, as between SA and MyGov, immediately upon creation vest in MyGov. However, nothing herein shall or will be applicable as a right to the SA, if the project proprietary Information as owned by MyGov is incorporated in such Deliverables.
  - b. If Bidder proceeds to apply for, or assign to any third party, any patent rights relating to pre-existing work referred to in the above clause, SA will ensure that MyGov's rights including project proprietary information as provided herein are preserved.

## **18. WARRANTY**

The SA represents, warrants and covenants that all Services will be performed to the best of SA's ability and in an effective, timely, professional and workmanlike manner in accordance with the highest applicable industry standards and practices and such Services will be performed in accordance with any specifications and documentations set forth in the RFP and will comply, including the utilization thereof as contemplated hereunder, with all Applicable Laws, rules, regulations, orders of Government of India; and will not violate or contravene the terms of any contract between SA and any third party.

The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed.

## **19. LIQUIDATED DAMAGES**

The delivery dates, timetables, milestones and other requirements mentioned in the RFP and the work order are binding on the SA. In the event of delay or any gross negligence, for causes

attributable to the SA, in meeting the milestones and associated deliverables, milestones and time table MyGov shall be entitled to recover from the SA the liquidated damages as mentioned in RFP, The Liquidated damages shall be limit to 10% of the contract value. MyGov may deduct aforesaid sum towards such damages from any monies due to the SA. This shall be adhered strictly.

## **20. NON-COMPLIANCE**

MyGov or its nominated agencies may, at its election, terminate this Agreement upon the failure of SA, or notification of such failure, to maintain the required standards and service levels in pursuant to this agreement. Inadequate warranty coverage for any reason shall not relieve SA of its obligations under this Agreement.

## **21. MISCELLANEOUS**

### **21.1. PERSONNEL**

- a. The personnel assigned by SA to perform the Services shall be employees of SA, and under no circumstances shall such personnel be considered employees of MyGov or its nominated agencies. The SA shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law;
- b. The SA shall use its best efforts to ensure that sufficient SA's personnel are assigned to perform the Services and that such personnel have appropriate qualifications to perform the Services. SA will maintain continuity of personnel consistent with its obligation to perform the services. After discussion with SA, MyGov or its nominated agencies shall have the right to require the removal or replacement of any SA personnel performing work under this Agreement based on bonafide reasons. In the event that MyGov or its nominated agencies requests that any SELECTED AGENCY personnel be replaced for any reasons, SA will provide a qualified replacement and the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule. In the event that SA provides a replacement of personnel, SA will not charge MyGov for the number of hours required to train the replacement until such personnel is familiar with the particular project, so that the replacement is capable of performing the services under this Agreement.
- c. In the event that MyGov and SA identify any personnel of SA as "Key Personnel", then the SA shall not remove such personnel from the Project without the prior written consent of MyGov or its nominated agencies unless such removal is the result of an

unavoidable circumstance which is beyond the control of the SA, including but not limited to resignation, termination, medical leave, etc.

### **21.2. Independent Contractor**

SA is acting as an independent contractor and the SA is solely responsible for its actions and inactions, and nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement and, except as expressly stated in this Agreement, nothing in this Agreement shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:

- a. incur any expenses on behalf of the other Party
- b. enter into any engagement or make any representation or warranty on behalf of the other Party
- c. pledge the credit of or otherwise bind or oblige the other Party
- d. commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent

### **21.3. Variations and Further Assurance**

- a. No amendment, variation or other change to this Agreement shall be valid unless authorized in accordance with the change request procedure as set out in the Change Request Schedule set out in Schedule I of this Agreement. Such an amendment can and will be made and be deemed legal only when the parties to the Agreement provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as a part of the Agreement. Such amendment shall be made in writing and signed by the duly authorized representatives of the Parties to this Agreement.
- b. Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

### **21.4. Severability and Waiver**

- a. If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect

the other provisions of this Agreement or the remainder of the provisions in question will remain unimpaired and which shall remain in full force and effect.

The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

- b. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement or the SLA shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

#### **21.5. Ethics**

The SA represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of MyGov or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of MyGov standard policies and may result in cancellation of this Agreement.

## **22. GOVERNING LAW AND DISPUTE RESOLUTION**

**22.1.** This Agreement shall be governed by and construed in accordance with the laws of India.

**22.2.** If any dispute arises out of or in connection with this Agreement, either Party to the Agreement may send a written Notice of Dispute to the other Party. The Party receiving the Notice of dispute will consider the Notice and respond to it in writing within thirty (30) days after receipt. If that Party fails to respond within thirty (30) days, or the dispute cannot be amicably settled within sixty (60) days following the response of that Party, Clause 22.3 shall apply.

#### **22.3. Arbitration:**

- a. In case of dispute arising upon or in relation to or in connection with the Agreement or SLA between the Parties which have not been settled in accordance with Clause 22.2 above, any Party can submit the dispute for arbitration under the ICADR Arbitration Rules, 1996. The International Centre for Alternative Dispute Resolution will provide the administrative services in accordance with the ICADR Arbitration Rules, 1996.

- b. The arbitration shall be presided upon by a sole arbitrator to be appointed by ICADR. The sole arbitrator shall be appointed by ICADR in accordance with and in full satisfaction of the qualifications to be prescribed for such arbitrator, including but not limited to qualifications as to technical experience, nationality and legal experience, by the Parties, at the time of appointment of the sole arbitrator.
- c. Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.
- d. SA shall continue to work under the Agreement during the arbitration proceedings unless otherwise directed in writing by MyGov, unless the matter is such that the works cannot possibly be continued until the decision of the sole arbitrator is obtained.
- e. The decision of the arbitrator shall be final and binding upon both Parties. The expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All arbitration awards shall be in writing and binding and shall state the reasons for the award.

**22.4. Notices.**

Every notice to be given by either party under or related to this Agreement to the other party shall be: (i) in writing; (ii) in English; and (iii) deemed to have been duly given if sent by facsimile transmission, or by a reputable courier service, or digitally signed e-mail. Each notice shall be addressed to the other party at the address set forth below or at such address as a party shall provide by notice to the other party. Notice shall be deemed sent and effective upon delivery to the recipient.

**If to MyGov:**

**Name:**

**Designation:**

**Address:**

**Tel.**

**Fax:**

**If to SA:**

**Name:**



**Designation:**

**Address:**

**Tel.**

**Fax:**

**22.5. No Assignment**

SA shall not assign this Agreement, in whole or in part, directly or indirectly, whether by operation of contract, law, or otherwise. Any attempted assignment that violates this Clause 22.5 will be deemed null and void.

**22.6. Performance Bank Guarantee**

The SA to provide a Performance Bank Guarantee (PBG) and maintain the said PBG for a period as stipulated in the RFP in accordance with the directions as laid down.

**22.7. Survival.**

The provisions of clause 6 (Warranties), 13 (Indemnification and Limitation of liability), clause 15 (Confidentiality), clause 17 (Intellectual Property Rights & ownership), 22.7 and 22, as well as any other provisions of this Agreement necessary to interpret the respective rights and obligations of the parties hereunder or any Work Order, shall so survive the termination of this Agreement or such Work Order. In addition, MyGov shall remain obligated to pay SA any amounts due hereunder for Services performed and expenses incurred under any Work Order up to the date of termination of such Work Order.

Any terms or conditions of this Agreement which by their express terms extend beyond termination or expiration of this Agreement or which by their nature will so extend will survive and continue in full force and effect after any termination or expiration of this Agreement.

**22.8. Execution**

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original and such counterparts together constitute one instrument.

**22.9. Miscellaneous**

All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein. No waiver of any breach of this Agreement will waive any other breach, and no waiver will be effective unless made in writing and signed by the waiving party's authorized representative.

**IN WITNESS WHEREOF the Parties have by duly authorized** Representatives set their respective hands and seal on the date first above Written in the presence of:

WITNESSES:

Signed by:

(Name and designation) **For and on behalf of MyGov**

(FIRST PARTY)

Signed by:

(Name and designation)

**BIDDER**

(SECOND PARTY)

(Name and designation) For and on behalf of Bidder

Signed by:

## 2. Service Level Agreement

Delivery Related Service Level Agreement (SLA) Criteria								
Explanation: The deduction mentioned in this table shall be made from the next due payment to the SA								
S. No.	Description	Baseline	Lower Performance		Material Breach		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
1	Submission of comprehensive strategy	30 days from the effective date of contract	Two days after the due date	Rs. 5,000 per day	> 5 days of delay after the due date	Rs. 10,000 per day till 10 days. Post 10 days Material Breach conditions shall be invoked	Dates for submission of deliverable as mentioned in the contract	For the purpose of this SLA, submission of deliverable would mean formal submission by SA. Deliverable should have acceptable level of quality standards
2	Submission of deliverables as per assignment under the comprehensive	agreed days from the deciding date	Two days after the due date	Rs. 5,000 per day	> 5 days of delay after the due date	Rs. 10,000 per day till 10 days. Post 10 days Material Breach	Dates for submission of deliverable as agreed for each assignment	For the purpose of this SLA, submission of deliverable would mean

Delivery Related Service Level Agreement (SLA) Criteria								
Explanation: The deduction mentioned in this table shall be made from the next due payment to the SA								
S. No.	Description	Baseline	Lower Performance		Material Breach		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
	strategy					conditions shall be invoked		formal submission by SA. Deliverable should have acceptable level of quality standards

### 3. Non-Disclosure Agreement

THIS Non- Disclosure Agreement is made on this \_\_\_\_ day of \_\_\_\_ month \_\_\_\_ Year.

**Between**

\_\_\_\_\_(FIRST  
PARTY)

**And**

\_\_\_\_\_(SECOND  
PARTY)

WHEREAS the Parties have entered into an Agreement related to Creative & Media work of MyGov effective from.....

AND WHEREAS in the process each Party (hereinafter the ‘Disclosing Party’) shall provide to the other Party (hereinafter the ‘Receiving Party’) access to certain confidential information, confidentiality whereof has to be maintained and accordingly, the parties are entering into this Confidentiality Agreement.

**NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AS FOLLOWS:**

1. “Confidential Information” shall mean all discussions, documents, concepts, scripts, artwork, films, papers, drawings, diagrams, discs, technology, procedures, systems data and other information of a confidential nature pertaining to, generated or disclosed by either party in any form (including in writing, electronically, computerised, orally or otherwise) marked as “Confidential” or informed to be “Confidential” or relating to the Project including, without limitation:
  - (a) all financial details, investment plans, audience feedback/responses, reports, compilations, statistical data, records of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Receiving Party arising out of the Confidential Information.
  - (b) the terms of this or any other agreement or document signed or to be signed by or between the Parties and the provisions thereof.
2. Each Party agrees to use the greatest degree of care to avoid unauthorised dissemination, access, disclosure or publication of the Confidential Information and to maintain confidentiality of

the Confidential Information of the other Party. The Receiving Party undertakes to use at least the same degree of care as it would use to protect its own Confidential Information of a like nature.

3. Each Party shall use the Confidential Information only for the purposes of the Project and shall not use the Confidential Information directly or indirectly for any other purpose except with the prior written consent of the Disclosing Party.
4. Either Party shall not attempt to reverse engineer, decompile, disassemble or reverse translate any Confidential Information provided by the Other Party or discover the source code or trade secrets in any such Confidential Information.
5. The foregoing obligations shall not apply with respect to any Confidential Information that (a) was generated independently by the Receiving Party prior to the time of disclosure, (b) is at the time of the disclosure or thereafter becomes within the public domain other than by an act or default of the Receiving Party, (c) is subsequently obtained from a third party without any obligation of confidentiality on the Receiving Party, (d) was already known to the Receiving Party at the time of disclosure.
6. Nothing in this Agreement shall limit the ability of a party to disclose such Confidential Information of the other party if such disclosure is (a) required to be made pursuant to any law or regulation, government authority, duly authorized subpoena or court order, whereupon that party shall provide prompt notice to the Disclosing Party of the Confidential Information in question, who will thereof have the opportunity to respond prior to such disclosure; (b) required to be made by a court or other tribunal in connection with the enforcement of such Disclosing Party's rights under this Agreement, or (c) is approved by the prior written consent of the Disclosing Party of the Confidential Information.
7. On request both Parties shall return all Confidential Information in its possession or at the Disclosing Party's written request or certify to the destruction of the Disclosing Party's Confidential Information. Each Party undertakes to the other that such Confidential Information shall be used only by its employees and management, to whom disclosure is reasonably necessary and who will be required to hold such Confidential Information in confidence in accordance with the non-disclosure and confidentiality obligations provided herein.
8. Each Party agrees that the obligations contained in this Agreement shall extend to the all personnel, including consultants engaged by each Party. In this respect each Party represents that an agreement to keep such information confidential, on terms similar to this Agreement, is in place before disclosing any Confidential Information to such personnel, or consultants.
9. To the extent any provision of this Agreement shall be held to be unenforceable, the Parties hereto shall request any court making such a finding to revise this Agreement so that the provisions hereof shall be rendered enforceable. In the absence of any such revision, the

unenforceability of any provision shall not affect the remainder of this Agreement.

10. The Parties agree that, in the event of a breach or threatened breach of the terms of this Agreement, any Party shall be entitled to an injunction in addition to and not in lieu of any other legal or equitable relief including money damages. The Parties acknowledge that the Confidential Information is valuable and unique and that disclosure will result in irreparable injury to the proprietor of the Confidential Information.
11. Notwithstanding anything contained herein to the contrary, the obligations of the Parties herein shall continue ongoing from the date of this Agreement or if a further agreement is entered into, the termination of such further agreement, whichever is the later.
12. The disclosure of Confidential Information by a party shall not be construed to constitute any offer by, or representation or warranty on the part of, such disclosing party to enter into any further contract in connection with the Project to which the Confidential Information relates.
13. This Agreement shall be subject to the Laws of India.

IN WITNESS THEREOF the Parties have caused their respective authorized representatives to execute this agreement in duplicate on the day and year first hereinabove written.

Signed by:

(Name and designation) **For and on behalf of MyGov**

(FIRST PARTY)

Signed by:

(Name and designation)

**BIDDER**

(SECOND PARTY)

(Name and designation) For and on behalf of Bidder

Signed by:

## **4. INTEGRITY PACT**

### **The Integrity Pact**

The Integrity Pact is a tool developed in the 1990's by Transparency International to help governments, businesses and civil society to fight corruption in the field of public contracting. IP establishes mutual contractual rights and obligations to reduce the high cost and distortionary effects of corruption in public contracting.

### **The Mechanism**

IP is intended to make public procurement transparent by binding both parties to ethical conduct. It also envisages a monitoring role for civil society who are the ultimate beneficiaries of government action. IP should cover all activities related to the contract from pre-selection of bidders, bidding and contracting, implementation, completion and operation.

### **Terms of contract**

The Public Authority commits that:

- No official will demand or accept any illicit gratification to give any of the parties an advantage at any stage of the project.
- All necessary and appropriate technical, legal and administrative information related to the contract will be made public
- None of the officials will make available confidential information to a bidder/contractor to give unfair advantage in the contract
- Declaration by all concerned officials any conflict of interest and disclosure of own and family assets
- Officials will report to appropriate government authority about any breach/attempt to breach a commitment.

The Bidder commits that:

- They will not offer any illicit gratification to obtain unfair advantage
- They will not collude with other parties to impair transparency and fairness
- They will not accept any advantage in exchange for unprofessional behavior
- Will disclose all payments made to agents and intermediaries
- It will demonstrate existence of organization-wide code of conduct forbidding unethical practices.

### **Penalties**

For failure to implement IP, officials will be subject to penal action and bidders will face cancellation of contract, forfeiture of Earnest Money Deposit, liquidated damages and blacklisting.



Action will not require criminal conviction but be based on “no-contest” after the evidence is made available or there can be no material doubts. Disputes in IP implementation would be resolved by arbitration detailed in IP.

**Implementation**

Monitoring is a key aspect of IP implementation. Public access of all relevant information is a necessity. It calls for a forum in which representatives of civil society can discuss the contract itself. The concept of IP includes the existence of Private Sector Inspector General (IPSIG) which will be delegated with the rights of civil society to monitor the contract; suggested bodies are government office with non-involvement, TI chapter or an NGO. The monitoring and supervising procedures are to be specified and at the conclusion of the contract a certificate of corruption-free will be issued.

**Observations**

As a concept it is undeniably a model for transparency in public procurement. While it is an ideal, its implementation will require will on the part of both vendor and purchaser. Without effective implementation, it will remain merely as an additional part of the tender files. Propensity to seek legal intervention and an assumption that terms of contract are not particularly sacrosanct is a part of the procurement process in the country. In these circumstances, arbitration will have limited value in the event of breach of IP. Level of evidence for pointing out breach is also liable to be disputed. Therefore, its implementation will suffer. India’s stand in the latest WTO round against transparency in public procurement may render this concept a non-starter.

The identification of a monitoring agency also will pose problems. TI India may not have the level of acceptability that TI has in other countries. NGOs could be hijacked by vested interests. The genesis of IP is also questionable since it has its roots in the OECD convention against bribery following which west-based MNCs have problems in participating in third world bids without indulging in bribery – IP is intended to provide a level playing field so that non-OECD country-based bidders are also subject to the same limitations. However, it is certainly worth pursuing as a model for future public procurement. The need for a debate on the adoption of IP, with appropriate modifications, can be initiated by the Commission.

Authorized Signature of SA

Date:

Signature:

Name:

Designation:

Address:

## ***5. Payment Schedule***

The selected agency will be required to submit the invoice post completion of the assignments successfully (completion duly approved by MyGov) as per the agreed strategy plan or otherwise as the case may be. The rates would be used as per commercials quoted by the selected agency to arrive at the costing of the assignment under the agreed strategy plan and payments. Post completion of each assignment under this engagement, MyGov will assess the delivery for the approval to selected agency.

Note:

1. The Vendor shall raise the invoice to MyGov in pursuance to the approved aforementioned payment schedule milestones as given in the Work Order issued
2. Any payment which is required to be paid in connection with production or release to outsourced agency, the same shall be paid directly by MyGov in consultation with the selected agency and on approving the invoice of outsourced agency
3. Cost related to media buying or air time buying shall be paid directly to the concerned agency by MyGov in consultation with the selected agency and on approving the invoice of such concerned agency
4. The Government levied taxes duties as applicable on the Professional Fee, Sub-Contract/ Vendor costs and Media costs shall be payable by MyGov
5. Wherever applicable, taxes shall be deducted at source from the Professional fee, Sub-Contract/ Vendor costs, Media costs and other costs by MyGov in accordance with the directions from DeitY from time-to-time.
6. Payments terms (credit period) 30 days from the date of submission of invoices.

## 6. Annexures

### Annexure 1: Indicative List of Magazines

Sl. No.	Genre	Magazine (English)	Magazines (Hindi)
1.	Current Affairs	India Today (Weekly)	India Today
		The Week	
		Frontline	
		Outlook	Outlook Saptahik
2.	Health	Women's Health	
		Men's Health (India Today Group)	
3.	Business	Business World	
		Business Today (Fortnightly)	
		Business India (Fortnightly)	
		Forbes India	
		Outlook Business	
4.	Women's Magazines	Femina (Fortnightly)	Grehlakshmi
		Women's Era	
5.	Technology	PCQuest	
		Dataquest	
		Digit	
		Chip	
		PC World	
6.	Science	Current Science	Sandarbh (bimonthly)
		Popular Science (Monthly)	Vigyan Pragati
		Safari	
7.	Education	360 degree	
		Edu	
8.	Travel & Lifestyle	Outlook Traveler	

## Annexure 2: Template for Performance Bank Guarantee

### PERFORMANCE SECURITY:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Creative and Media services for <<name of the assignment>> to MyGov (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank>a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value> (Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. **<Insert Value> (Rupees <Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.